

### CITY COUNCIL MEETING

Thursday, January 02, 2025 at 6:30 PM Council Chambers, 60 West Main, Hyrum, Utah

### **AGENDA**

Public notice is hereby given of a Hyrum City Council Meeting to be held in the Council Chambers, 60 West Main, Hyrum, Utah at 6:30 PM, January 02, 2025. The proposed agenda is as follows:

- 1. ROLL CALL
- 2. CALL TO ORDER
- 3. WELCOME
- 4. PLEDGE OF ALLEGIANCE
- 5. INVOCATION
- 6. APPROVAL OF MINUTES
- 7. AGENDA ADOPTION
- 8. PUBLIC COMMENT
- 9. INTRODUCTION AND APPROVAL OF RESOLUTIONS AND ORDINANCES
  - A. Resolution 25-01 A resolution authorizing a Council Member to automatically succeed to the position of Mayor Pro Tempore.
  - B. Resolution 25-02 A resolution amending the Hyrum Civic Center Rental Fee and Deposit Schedule, and Rental Application and Contract.

### 10. OTHER BUSINESS

- A. <u>To review the purchase price of water from Hyrum City when owner does not have enough water for annexation into Hyrum City.</u>
- B. Consideration and award of bid for House Demolition at 96 North 600 East.
- C. Consideration and award of bid for Wastewater Treatment Plant Generator.
- D. <u>Budget Report.</u>
- E. Mayor and City Council Reports.

### 11. ADJOURNMENT

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Stephanie Fricke City Recorder

Council Members may participate in the meeting via telephonic communication. If a Council Member does participate via telephonic communication, the Council Member will be on speakerphone. The speakerphone will be amplified so that the other Council Members and all other persons present in the Council Chambers will be able to hear all discussions. In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Hyrum City at 435-245-6033 at least three working days before the meeting.

CERTIFICATE OF POSTING - The undersigned, duly appointed and acting City Recorder of Hyrum City, Utah, does hereby certify that a copy of the foregoing Notice was emailed to The Herald Journal, Logan, Utah, posted on the Utah Public Notice Website and Hyrum City's Website, provided to each member of the governing body, and posted at the City Offices, 60 West Main, Hyrum, Utah, this 31st day of December, 2024. Stephanie Fricke, MMC, City Recorder.

### RESOLUTION 25-01

A RESOLUTION AUTHORIZING AUTOMATICALLY SUCCEED TO	COUNCILMEMBER TO THE POSITION OF MAYOR PRO TEMPORE.
<del>-</del>	ouncil desires to appoint one member of the cically succeed to the position of mayor proor is absent; and
an ordinance authorizing	Council passed and posted Ordinance 84-10, a designated member of the City Council to the position of mayor pro tempore whenever
	84-10 provides that the appointment of the one-year term as mayor pro tempore shall
City, Cache County, shal	IT RESOLVED by the City Council of Hyrum State of Utah, that Councilmember automatically succeed to the position of absence of the mayor during the calendar
This resolution sha	ll be effective upon adoption.
ADOPTED AND PASSED January, 2025.	by the Hyrum City Council this $2^{\text{nd}}$ day of
	HYRUM CITY
ATTEST:	BY: Stephanie Miller Mayor
Stephanie Fricke City Recorder	

### RESOLUTION 25-02

A RESOLUTION AMENDING THE HYRUM CIVIC CENTER RENTAL FEE AND DEPOSIT SCHEDULE, AND RENTAL APPLICATION AND CONTRACT.

WHEREAS, Hyrum City owns and operates a meeting, reception, and conference building known as the Hyrum Civic Center; and

WHEREAS, Hyrum City allows the Hyrum Civic Center to be rented for a variety of public and private functions but dancing is prohibited in this building; and

WHEREAS, a rental and deposit fee for the use of the Civic Center is necessary to recoup Hyrum City's costs to reserve and inspect the building; and

WHEREAS, Hyrum City requires a rental contract between the individual renting the property and Hyrum City, such rental agreement sets forth clear rules and expectations for using the property to protect the property and to ensure all residents have an opportunity to use this property; and

WHEREAS, Hyrum City Staff and the Mayor of Hyrum City are recommending amending the Hyrum City Civic Center Rental Fee and Deposit Schedule, and Rental Application and Contract for use and reservation of the Civic Center.

NOW, THEREFORE, be it resolved that the Hyrum City Council hereby approves and adopts the Hyrum City Civic Center Rental Fee and Deposit Schedule, and Rental Application and Contract attached hereto as "Civic Center Rental Application and Contract". These fees, deposits, and application may be revised from time to time by resolution.

BE IT FURTHER RESOLVED, that this resolution shall become effective January 2, 2025.

ADOPTED AND PASSED by the City Council this  $2^{\rm nd}$  day of January, 2025.

HYRUM CITY

Stephanie Miller Mayor

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Section	$\alpha$	1tom	D

ATTEST:

Stephanie Fricke City Recorder

Approved 1-02-2025 Res 25-02

### \*\*DEPOSIT REFUND IS NOT AVAILABLE UNTIL AFTER 11 A.M. THE NEXT BUSINESS DAY\*\*

DEPOSIT IS TO BE PAID IN CASH OR BY CREDIT CARD (IF USING CREDIT CARD A 3% NONREFUNDABLE PROCESSING FEE WILL BE CHARGED) (DANCING IS NOT ALLOWED IN CIVIC CENTER)

Date of Event:	Туре:		Time In:		Time Out:
					ı
Name:		Today	s Date:		
Address:		Phone	#:		
Email			Receipt #		
Rental Times Half Day: 7:30 A				e Day: 7:	30 AM- Midnight
PIANO RECITAL – TUESDAY	& WEDNESDAY – I				
□ RESIDENT:				IT (photod	copy of credit card):
□ Rental Fee Per Hour	\$25.00		ental Fee		\$50.00
□ Deposit	\$50.00		eposit		\$300.00
TOTAL RENT \$ I	Date Paid	TOTA	AL DEPOSIT	\$	Date Paid
FAMILY/FRIEND PARTY, HYR	UM BUSINESS OR				
□ RESIDENT:					opy of credit card):
-	150 □Half \$100.00		ental Fee	□Whol	e \$350 □Half \$200.00
	<del>200</del> \$ <u>500.00</u>		eposit		<del>\$400</del> \$ <u>1,000.00</u>
TOTAL RENT \$ I	Date Paid	TOTA	AL DEPOSIT	\$	Date Paid
WEDDING/PARTY, MEETINGS	S, EVENTS- LIMITE				
□ RESIDENT:					copy of credit card):
□Rental Fee □Whole	\$250 □Half \$150.00	□ R	ental Fee	□Who	le \$450 □Half \$250.00
□ Deposit	\$1,000.00		eposit		\$1,000.00
TOTAL RENT \$ I	Date Paid	TOTA	AL DEPOSIT	\$	Date Paid
PUBLIC MTG, HYRUM SENIO	RS GOLDEN ANNIV	. OR 80	/90/100 BDA	Y- LIMIT	ED TO 250 PEOPLE
□ RESIDENT:					
□ Rental Fee	\$50.00				
□ Deposit	\$300.00				
TOTAL RENT \$ I	Date Paid	TOTA	AL DEPOSIT	\$	Date Paid
COMMERCIAL ACTIVITIES EN	ITRANCE AND/OR				
□ RESIDENT:					opy of credit card):
	500 □Half \$250.00				31000 □Half \$500.00
<ul> <li>Building Inspection Fee</li> </ul>	\$50.00	□ <b>B</b>	uilding Insped	ction Fee	\$50.00
□ Deposit	\$1,000.00	□ D	eposit		\$2.000.00
TOTAL RENT \$ I	Date Paid	TOTA	AL DEPOSIT	\$	Date Paid
DEPOSIT FORFEITED FOR F					
NOT ALLOWED, AND/OR BRE	AKING ANY RULES	LISTE	IN THIS CO	NTRACT	
PLEASE SIGN NAME					

INITIAL EACH SECTION TO VERIFY YOU HAVE READ AND UNDERSTAND THE RULES AND TERMS OF THIS AGREEMENT:

### RESIDENT RATE QUALIFICATION: Initial

- Hyrum residents are not allowed to rent the building for people that live outside Hyrum City limits.
- If the facility is being rented for a wedding reception, birthday party, recital, lessons, etc. the resident of Hyrum City must be the teacher, bride, groom, parents, or grandparents thereof, in order to qualify for the residential user
- Proof of ID with name of person renting building and a Hyrum address must be shown when picking up key/card at the City Office. If ID doesn't match the name on the rental then key will not be given to that person. If ID does not show a Hyrum address the renter will be charged nonresident rate when picking up key/card.

### RESERVING BUILDING FOR INCORRECT USE OR A USE NOT ALLOWED: Initial

- Hyrum residents who rent the building under the pretense of a different activity so that he/she is charged a lower rate to use the building; or so that he/she can use the building for a prohibited use will forfeit their entire deposit.
- Non-residents of Hyrum who rent the building under the pretense of a different activity so that he/she is charged a lower rate to use the building; or so that he/she can use the building for a prohibited use will forfeit their entire deposit.

### PAYMENT SCHEDULE: Initial

Rental Fee is due upon reservation of the building.

Deposit is to be paid in cash or by credit card (if paying by credit card there will be a 3% nonrefundable convenience fee charged the day of deposit) between the hours of 8:00 a.m. and 4:30 p.m. as follows: The day before or the day of the event; If event is on a Saturday, or Sunday the deposit is to be made on Friday; or If the event is on a Holiday the deposit needs to be made the last business day before the Holiday.

# CANCELLATION POLICY: Initial

No refund, credit, or a change of date will be given for cancelled reservations during the month of December.

A refund will be given if cancellation is made before 14 days prior to the event for reservations January through November.

# KEY/CARD PICK UP FOR BUILDING: Initial

Keys/Card will only be given by Hyrum City to the person who rented the building and has signed this agreement no exceptions (ID may will be required). If ID doesn't match the name on the rental then key/card will not be given to that person. If ID does not show a Hyrum address the renter will be charged nonresident rate when picking up key/card.

You may pick up the key/Card to the Elite Hall when you bring in the cash or credit card deposit between the hours of 8:00 a.m. and 4:30 p.m. as follows: The day before or the day of the event; If event is on a Saturday,

or Sunday the deposit is to be made on Friday; or If the event is on a Holiday the deposit needs to be made the last business day before the Holiday.

If you do not pick up the key/card during regular business hours an additional \$35.00 fee will be required (if there is an employee that is available to meet you at the City Office for you to sign the forms and take your cash deposit). If you do not pick up the keys during regular business hours, Hyrum City is not responsible for any costs associated with your event due to the building being locked; and no rental refund will be given.

If responsible party loses the keys to the building, the responsibility party will be required to pay all costs for building to be rekeyed and additional keys made. If responsible party loses or damages the keycard a \$50.00 fee will be charged.

### ENTRY TIMES AND EXIT TIMES: Initial

Entry into the building may not be made until the time and date of your reservation – no exceptions.

Entry (includes set-up, decorating, use, etc.) in the building can be made no earlier than 7:30 a.m. the day of your reservation - if you reserved the building for all day or the morning reservation and 4:00 PM for the evening reservation.

Exit (including clean-up) of the building needs to be made before the time stated on your reservation – no exceptions.

Exit from the building (including all clean-up) has to be made before 11:59 p.m. the day of your reservation – if you reserved the building for all day or the 4:00 PM evening reservation and 3:00 PM for the morning reservation. Everything has to be cleaned and removed from the building before midnight.

If there is early entry or late exit you will forfeit your deposit.

## SECURITY CAMERA: Initial

Hyrum City has security cameras in the building and will monitor your activity. If it is determined by security footage that rules were broken, such as but not limited to the number of participants exceeded the rental; early or late entrance of the building, damage to the building or property, or the activity was not the activity paid for your deposit will be forfeited – no exceptions.

# DAMAGE TO THE BUILDING: Initial

Any damages that are a direct result of the renter's event, per this contract, will be deducted from the deposit fee. If the amount of damages is determined to be greater than the deposit the renter will be responsible for all repairs or for payment (per a cost estimate obtained by Hyrum City) to return the Civic Center to its original condition.

**BUILDING RULES:** *Initial* I understand that if the Civic Center has not been left clean or if I have broken any of these rules that I will forfeit my deposit and be liable for additional charges if there is any damage.

1. Do not leave the building unattended or unlocked without ADULT supervision.

2. Children are not to be left unattended at any time.

3. The occupancy limits of the building vary according to the type of activity. At no time shall the renter permit more than 250 persons in the building at any given time.

4. NO - These activities, beverages, and items are NOT permitted in or on the grounds of the Civic Center:

Dancing

Alcoholic Beverages

Candles or Flames of any kind

Pets

Paint or Glue

Gum

Sports

Smoking, E-cigarettes, Tobacco Rollerblading, Skating, Skateboarding

Bounce Houses or Slides

Hanging items on Walls, Doors, Ceilings

Smoke, Haze, or Fog machines

Barbeque Grills

- 5. Do not throw or use confetti, rice, glitter, birdseed, or use silly string, shaving cream inside or outside of the building.
- \*TABLES AND CHAIRS ARE NOT ALLOWED TO BE TAKEN OUTSIDE 6. OF THE BUILDING\* The tables are fiberglass, do not put any hot dishes or pans on them because the tables could be damaged. Financial responsibility to replace damaged tables is yours. (Replacement costs are about \$250 per table).
- 7. Please make sure that no utensils such as pots & pans, pitchers, mixing bowls, etc. leave the building.
- The rooms (including bathrooms) should be left as clean as you found 8.
- 9. Due to the sensitive heating and cooling system is the building, do not leave any outside doors open. Do not tamper or try to adjust the thermostats.
- 10. All cleaning (see cleaning checklist attached) of building is the responsibility of renter. Additional reminder - Make sure floors are swept, restrooms are clean, garbage cans are emptied, lights are off, and close and lock all doors.
- 11. The City has provided the piano for the convenience and pleasure of those who rent the building. It is not meant to be used as a toy for children to play on. An inspection is conducted after each use, so if there is any damage to the piano, the renter will be held responsible.
- 12. STATE LAW RESTRICTS ALCOHOLIC BEVERAGES in city Parks and Properties.

# SUPPLIES/ITEMS HYRUM CITY HAS AVAILABLE FOR USE: Initial

Tables: 11 Large Round (4.5 ft), 7 Small Round (4 ft), and 11 Rectangle (8 ft banquet)

Chairs: 99 padded and 37 Metal Garbage Can Liners: Kitchen Closet

Sweeper/Broom

Spot Mop

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### AGREED TO AND ACCEPTED:

By signing this building agreement, I hereby certify that I understand the terms, rules, and rental contract, that I am responsible for the facilities covered under this agreement, including any and all damage beyond normal wear to both building and fixtures, and that I personally am using said facilities for legitimate, legal purposes, allowed under City policy.

I understand that any violation of City policies retaining to rental or use of this facility will result in forfeiture of my deposit plus the cost of repair or replacement of any and all damages or loss resulting from the rental or use of said facility.

I understand if I break or violate any of these rules I will lose my deposit and rights to rent Hyrum City property and buildings in the future.

Hyrum City reserves the right before, during, and after all reservations to conduct any activities (i.e. but not limited to construction, maintenance, etc.) as deemed necessary and appropriate by Hyrum City.

Signature of Responsible Party	Date Signed

### **KEY LOAN AGREEMENT**

The key(s)/card to the Civic Center shall be returned to Hyrum City Office no later than the first business day after your reservation date.

Should the key(s) not returned as agreed, I promise to reimburse Hyrum City for all reasonable expenses and cost incurred by the replacement thereof, and if key card is damaged or lost, I will be charged a \$50.00 fee. I further promise that under no circumstance will I duplicate nor allow anyone else to duplicate the key(s) while on loan to me.

Signature of Responsible Party	Date Signed

Person Picked Up:	Date Keys Picked Up:
Key Color:	Deposit Received: Yes □ No □
	Deposit Amount: \$
Hyrum City Employee:	Date Keys Returned:
Rental Application/Contract Signed: Yes	Deposit Returned: Yes   No

past several years the City Council has questioned the benefits of being a member. The Utah League of Cities and Towns directs the majority of its training and efforts to the cities on the Wasatch Front. City Staff and Elected Officials attend training offered by the Utah League of Cities and Towns several times a year and the difference in registration cost for members and nonmembers would probably pay a large portion of the membership dues. The City Council decided to keep money in the budget for the membership dues and to reevaluate its membership next year.

The City Council agreed to include \$5,000 in the budget to fund upgrades to the City's website.

Last year the City Council agreed to review the Certified Tax Rate every other year. Last year the City Council raised property taxes, so the proposed budget does not include a property tax increase for this year. Hyrum City provides approximately \$1,238.27 worth of General Fund services to each home (not including solid waste collection or utility services). This means that \$1,119.15 of those services must come from sources other than property tax.

The City Council asked for the property tax assessment graph to be included in a future City Newsletter.

AMENDED 07-05-07

AMENDED

07-05-07

In 2006 Hyrum City purchased water rights from the Cache Valley Ranch Association to allow developers to reimburse the City bought the and reimburse us for the cost and credit it towards their water rights. In 2006 Hyrum City purchased water rights from the Cache Valley Ranch Association to allow developers to purchase water from the City to credit towards their water rights. Hyrum City requires 3.0 acre feet of water per acre of With water rights becoming less ground on all annexations. assessable the City wanted to have a source where a landowner annexing property could get water. Upon approval by the City Council the landowner annexing the property can reimburse the City the cost of the water to provide his property with the required amount of water. Upon approval by the City Council the landowner annexing the property can purchase water available from the City, at the fees adopted by the City Council, to provide his property with the required amount of water. On December 7, 2006 the City Council made a motion to set the Cache Valley Ranch Association water at \$2,500 per acre foot of water, and to review the fee annually during the budget process. Since December 2006 the cost of water has increased and will most likely continue to increase as the demand for water escalates.

The City Council agreed to charge \$3,500 per acre foot for the Cache Valley Ranch Association Water, and to review the fee next year during the budget process.

THE LANGDON GATEWAY MAPPING INC.

Bid Tabulation

Client: Hyrum City

Project: Cemetery Grading

Project No.: 57-23-005

Date: December 23, 2024

Roadway R	econstruction			Leishmar	& Sons	Birc	Creek	Brent	Webb	Fore	front	Juniper E	arthworks	Staker	Parson	N.W. Kir	ng & Sons	Co	ook	JM	cs
			Estimated																		
Item#	Description	Unit	Quantity	Bid Unit Price 1	Bid Total Price 1	Bid Unit Price 2	Bid Total Price 2	Bid Unit Price 3	Bid Total Price 3	Bid Unit Price 4	Bid Total Price 4	Bid Unit Price 5	Bid Total Price 5	Bid Unit Price 6	Bid Total Price 6	Bid Unit Price 7	Bid Total Price 7	Bid Unit Price 8	Bid Total Price 8	Bid Unit Price 9	Bid Total Price 9
1	Mobilization	Lump Sum	1	\$ 600.00	\$ 600.00	, , , , , , , ,				\$ 46,697.21	\$ 46,697.21				\$ 5,000.00						\$ 500.00
2	Remove and Dispose of Mailbox	Lump Sum	1		\$ -	\$ 50.00	\$ 50.00	\$ 75.00	\$ 75.00	\$ 160.43	\$ 160.43	\$ 1.00	\$ 1.00	\$ 160.00	\$ 160.00	\$ 100.00	\$ 100.00	\$ 250.00	\$ 250.00	\$ 50.00	\$ 50.00
3	Remove and Dispose of Basketball Hoop and Base	Lump Sum	1		\$ -	\$ 150.00	\$ 150.00	\$ 75.00	\$ 75.00	\$ 269.33	\$ 269.33	\$ 100.00	\$ 100.00	\$ 600.00	\$ 600.00	\$ 200.00	\$ 200.00	\$ 850.00	\$ 850.00	\$ 75.00	\$ 75.00
4	Remove and Dispose of Tires	Lump Sum	1		\$ -	\$ 500.00	\$ 500.00	\$ 120.00	\$ 120.00	\$ 269.33	\$ 269.33	\$ 250.00	\$ 250.00	\$ 525.00	\$ 525.00	\$ 275.00	\$ 275.00	\$ 850.00	\$ 850.00	\$ 150.00	\$ 150.00
5	Remove and Dispose of Landscape Boulder	Lump Sum	1		\$ -	\$ 500.00	\$ 500.00	\$ 120.00	\$ 120.00	\$ 67.33	\$ 67.33	\$ 200.00	\$ 200.00	\$ 700.00	\$ 700.00	\$ 1,500.00	\$ 1,500.00	\$ 750.00	\$ 750.00	\$ 775.00	\$ 775.00
6	Remove and Dispose of Chainlink Fence	Lump Sum	1		\$ -	\$ 500.00	\$ 500.00	\$ 1,020.00	\$ 1,020.00	\$ 538.67	\$ 538.67	\$ 450.00	\$ 450.00	\$ 525.00	\$ 525.00	\$ 300.00	\$ 300.00	\$ 220.00	\$ 220.00	\$ 225.00	\$ 225.00
7	Remove and Dispose of Doghouse	Lump Sum	1		\$ -	\$ 150.00	\$ 150.00	\$ 50.00	\$ 50.00	\$ 67.33	\$ 67.33	\$ 50.00	\$ 50.00	\$ 180.00	\$ 180.00	\$ 300.00	\$ 300.00	\$ 220.00	\$ 220.00	\$ 15.00	\$ 15.00
8	Remove and Dispose of Railroad Ties	Lump Sum	1		\$ -	\$ 500.00	\$ 500.00	\$ 250.00	\$ 250.00	\$ 269.33	\$ 269.33	\$ 250.00	\$ 250.00	\$ 1,120.00	\$ 1,120.00	\$ 300.00	\$ 300.00	\$ 450.00	\$ 450.00	\$ 25.00	\$ 25.00
9	Remove and Dispose of Tree Stump/Rootball	Lump Sum	1		\$ -	\$ 500.00	\$ 500.00	\$ 780.00	\$ 780.00	\$ 67.33	\$ 67.33	\$ 2,500.00	\$ 2,500.00	\$ 1,600.00	\$ 1,600.00	\$ 1,700.00	\$ 1,700.00	\$ 650.00	\$ 650.00	\$ 3,253.00	\$ 3,253.00
10	Remove and Dispose of Bushes/Landscaping	Lump Sum	1		\$ -	\$ 1,000.00	\$ 1,000.00	\$ 980.00	\$ 980.00	\$ 269.33	\$ 269.33	\$ 1,800.00	\$ 1,800.00	\$ 8,700.00	\$ 8,700.00	\$ 7,500.00	\$ 7,500.00	\$ 2,350.00	\$ 2,350.00	\$ 2,374.00	\$ 2,374.00
11	Remove and Dispose of Concrete Tiered Walls	Lump Sum	1		\$ -	\$ 1,500.00	\$ 1,500.00	\$ 3,200.00	\$ 3,200.00	\$ 1,346.66	\$ 1,346.66	\$ 5,500.00	\$ 5,500.00	\$ 5,200.00	\$ 5,200.00	\$ 2,150.00	\$ 2,150.00	\$ 5,820.00	\$ 5,820.00	\$ 8,604.00	\$ 8,604.00
12	Remove and Dispose of Asphalt Driveway	Lump Sum	1		\$ -	\$ 1,500.00	\$ 1,500.00	\$ 1,220.00	\$ 1,220.00	\$ 269.33	\$ 269.33	\$ 6,500.00	\$ 6,500.00	\$ 1,825.00	\$ 1,825.00	\$ 2,150.00	\$ 2,150.00	\$ 2,932.00	\$ 2,932.00	\$ 2,733.00	\$ 2,733.00
13	Remove and Dispose of Concrete Driveway	Lump Sum	1		\$ -	\$ 2,000.00	\$ 2,000.00	\$ 1,260.00	\$ 1,260.00	\$ 538.67	\$ 538.67	\$ 6,500.00	\$ 6,500.00	\$ 1,800.00	\$ 1,800.00	\$ 3,450.00	\$ 3,450.00	\$ 5,816.00	\$ 5,816.00	\$ 7,165.00	\$ 7,165.00
14	Remove and Dispose of Concrete Floor	Lump Sum	1		\$ -	\$ 2,500.00	\$ 2,500.00	\$ 2,240.00	\$ 2,240.00	\$ 1,346.66	\$ 1,346.66	\$ 6,500.00	\$ 6,500.00	\$ 3,100.00	\$ 3,100.00	\$ 3,450.00	\$ 3,450.00	\$ 8,676.00	\$ 8,676.00	\$ 10,238.00	\$ 10,238.00
15	Remove and Dispose of Foundation Wall and Footer	Lump Sum	1		\$ -	\$ 2,500.00	\$ 2,500.00	\$ 7,840.00	\$ 7,840.00	\$ 1,346.66	\$ 1,346.66	\$ 8,500.00	\$ 8,500.00	\$ 5,800.00	\$ 5,800.00	\$ 8,450.00	\$ 8,450.00	\$ 12,316.00	\$ 12,316.00	\$ 12,562.00	\$ 12,562.00
16	Remove and Dispose of Concrete Garage Foundation Wall and Footer	Lump Sum	1		\$ -	\$ 2,000.00	\$ 2,000.00	\$ 3,620.00	\$ 3,620.00	\$ 269.33	\$ 269.33	\$ 6,500.00	\$ 6,500.00	\$ 1,400.00	\$ 1,400.00	\$ 5,450.00	\$ 5,450.00	\$ 6,873.00	\$ 6,873.00	\$ 6,791.00	\$ 6,791.00
17	Remove and Dispose of Brick and Home Debris	Lump Sum	1		\$ -	\$ 2,000.00	\$ 2,000.00	\$ 2,480.00	\$ 2,480.00	\$ 1,346.66	\$ 1,346.66	\$ 5,500.00	\$ 5,500.00	\$ 6,300.00	\$ 6,300.00	\$ 3,450.00	\$ 3,450.00	\$ 9,200.00	\$ 9,200.00	\$ 4,969.00	\$ 4,969.00
18	ade House Area to Match Existing Grade (PLA	Lump Sum	1	\$ 3,600.00	\$ 3,600.00	\$ 2,000.00	\$ 2,000.00	\$ 7,900.00	\$ 7,900.00	\$ 1,346.66	\$ 1,346.66	\$ 6,000.00	\$ 6,000.00	\$ 17,500.00	\$ 17,500.00	\$ 14,800.00	\$ 14,800.00	\$ 8,560.00	\$ 8,560.00	\$ 17,995.00	\$ 17,995.00
0	0	0	0		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
otal Bid Pri	re				\$14.850.00		\$ 21.850.00		\$ 35.830.00		\$ 56.486.25		\$ 58,601,00		\$ 62,035,00		\$ 65.525.00		\$ 68 333 00		\$ 78.499.00

96 North 600 East	Home Removal/Regrading
Juniper Earthworks	58,601.00
Staken Panson	62,035.00
 Brent Webb Excavaling	35,830.00
Birch Creck	21,850.00
N.W King & Sons, Inc	65,525,00
Leishman & Sons	14,850.00
Foretront General Contract	y 56, 486.25
SMCS Building	68,333.00
JMCS )	78,498.00
	The second secon

### SECTION 00 41 43

### BID FORM FOR CONSTRUCTION CONTACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

### ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

In person:
Hyrum City
60 West Main
Hyrum, Utah 84319

By mail: Hyrum City Attn: Todd Perkins 60 West Main Hyrum, Utah 84319

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

### ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security;
  - B. Contractor's License No.: 4910822-5501 or Evidence of Bidder's ability to obtain a
    State Contractor's License and a covenant by Bidder to obtain said license within the time for
    acceptance of Bids;

### ARTICLE 3—BASIS OF BID—UNIT PRICES

- 3.01 Unit Price Bids
  - A. Bidder will perform the following Work at the indicated unit prices:

Item #	Description	Unit	Estimated Quantity	Bid Unit Price
1	Mobilization	Lump Sum	1	\$5,000.00
2	Remove and Dispose of Mailbox	Lump Sum	1	\$160.00
3	Remove and Dispose of Basketball Hoop and Base	Lump Sum	1	\$600.00

4	Remove and Dispose of Tires	Lump Sum	1	\$525.00
5	Remove and Dispose of Landscape Boulder	Lump Sum	1	\$700.00
6	Remove and Dispose of Chainlink Fence	Lump Sum	1	\$525.00
7	Remove and Dispose of Doghouse	Lump Sum	1	\$180.00
8	Remove and Dispose of Railroad Ties	Lump Sum	1,	\$1,120.00
9	Remove and Dispose of Tree Stump/Rootball	Lump Sum	1	\$1,600.00
10	Remove and Dispose of Bushes/Landscaping	Lump Sum	1	\$8,700.00
11	Remove and Dispose of Concrete Tiered Walls	Lump Sum	1	\$5,200.00
12	Remove and Dispose of Asphalt Driveway	Lump Sum	1	\$1,825.00
13	Remove and Dispose of Concrete Driveway	Lump Sum	1	\$1,800.00
14	Remove and Dispose of Concrete Floor	Lump Sum	1	\$3,100.00
15	Remove and Dispose of Foundation Wall and Footer	Lump Sum	1	\$5,800.00
16	Remove and Dispose of Concrete Garage Foundation Wall and Footer	Lump Sum	1	\$1,400.00
17	Remove and Dispose of Brick and Home Debris	Lump Sum	1	\$6,300.00
18	Fill and Regrade House Area to Match Existing Grade (PLAN QUANTITY)	Lump Sum	1	\$17,500.00
	Total of All Line-Item Costs			\$\$62,035.00

### B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

### ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

# ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.01 Bid Acceptance Period
  - A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 Instructions to Bidders
  - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 Receipt of Addenda
  - A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

### ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

- 6.01 Bidder's Representations
  - A. In submitting this Bid, Bidder represents the following:
    - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
    - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
    - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
    - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
    - 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in

- the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
- 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
- 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- 8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- 10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

### 6.02 Bidder's Certifications

- A. The Bidder certifies the following:
  - 1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
  - 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
  - 3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
  - 4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
    - Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
    - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

### BIDDER hereby submits this Bid as set forth above:

Bidder:	
	Staker Parson Companies
	A (typed or printed name of organization)
By:	Mattef
	(individual's signature)
Name:	Matthew Adamson
	(typed or printed)
Title:	Estimator/PM (typed or printed)
Data.	
Date:	12/20/24 (typed or printed)
If Ridder is	a corporation, a partnership, or a joint venture, attach evidence of authority to sign.
ij blader is	y a corporation, a partnership, of a joint venture, attack evidence of authority to sign.
Attest:	
	(individual's signature)
Name:	Shad East
esterement.	(typed or printed)
Title:	Estimator/PM
	(typed or printed)
Date:	12/20/24 (typed or printed)
Address f	for giving notices:
Audiessi	250 N 300 E Smithfield, UT 84335
Bidder's	Contact
Name:	Matt Adamson (typed or printed)
Ti+lo.	Estimator/PM
Title:	(typed or printed)
Phone:	3855159687
Email:	matt.adamson@stakerparson.com
Address:	
	250 N 300 E Smithfield, UT 84335
Diddon's	Contractor License No.: (if applicable) 4910822-5501
bluder \$	Contractor License No.: (if applicable) 4910822-5501

# SECTION 00 43 13 BID BOND (PENAL SUM FORM)

Bond No. 69453-ZUR-24-292

Bidder	Surety
Name: Staker & Parson Companies dba Jack B. Parson Companies	Name: Fidelity and Deposit Company of Maryland
Address (principal place of business):	Address (principal place of business):
250 North 300 East Smithfield, UT 84335	1299 Zurich Way, 5th Floor Schaumburg, IL 60196 - 1056
Owner	Bid
Name: Hyrum City Corp.	Project (name and location):
Address (principal place of business):	Hyrum City 96 N 600 E House Removal and
83 West Main Street	Regrading,
Hyrum, UT 84319	Hyrum City, Utah
	Bid Due Date: 12/20/2024
Bond	
Penal Sum: Five Percent of Amount Bid (5%)	
Date of Bond: 12/16/2024	
Surety and Bidder, intending to be legally bound he do each cause this Bid Bond to be duly executed by	reby, subject to the terms set forth in this Bid Bond,
Bidder	Surety
Staker & Parson Companies dba Jack B. Parson Companies	Fidelity and Deposit Company of Maryland
(Full formal name of Bidder)	(Full formal name of Surety) (corporate seal)
By: Mother Acc (Signature)	By: (Signature) (Attach Power of Attorney)
Name: MATHEN ADAMSON	Name: Misty Witt
(Printed or typed)	(Printed or typed)
Title: ESTIMATOR PM	Title: Attorney-in-Fact
Attest:	Attest: Paura Sudditth
(Signature)	(Signature)
Name: (Printed or typed)	Name: Laura Sudduth (Printed or typed)
Title: Latington Project Mane	Title: Surety Witness
Notes: (1) Note: Addresses are to be used for giving any require joint venturers, if necessary.	ed-notice. (2) Provide execution by any additional parties, such as

- Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
- Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
- 3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
- 4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- 5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
- No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
- 7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
- 8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
- 9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
- 10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
- 11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

### ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 29th day of January, A.D. 2024.

ATTEST: ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray Vice President

Dawn & Brown

By: Dawn E. Brown Secretary

State of Maryland County of Baltimore

On this 29th day of January, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

SEAL

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON NOTARY PUBLIC EALTIMORE COUNTY, MD My Commission Expires JANUARY 27, 2025



### **EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 16th day of December , 2024 .







Thomas O. McClellan Vice President

The omelula

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfelaims@zurichna.com
800-626-4577

### ARTICLE 1—GENERAL INFORMATION

1.02

Provide contact information for the Business: 1.01

Legal Na	ame of Business:	Staker & Pa	rson Comp	anies				
Corpora	te Office				-			
Name:	Brad Hansen		Phone number: 801-731-1111					
Title: North Wasatch Front Manager Email address:								
Business address of corporate office:			2350 S 19	900 W				
			Ogden, U	T 84401				
Local Of	fice							
Name:	Matt Adamson			Phone number	: 4355633242			
Title:	Estimator			Email address:	matt.adamson@stak	erparson.com		
Business address of local office: 250 N 300 E								
Smithfield, UT 84335								
Provide ii	nformation on the	Business's	organizatio	onal structure:				
Form of	Business: So	ole Proprieto	orship 🔲 P	artnership 🗹 Cor	poration			
☐ Limite	ed Liability Compa	iny □ Joint V	enture co	mprised of the fo	llowing companies	i:		
1.								
2.								
3.								
Provide	a separate Qualifi	cation State	ment for	each Joint Ventur	er.			
Date Bu	siness was formed	d: 2002	St	ate in which Busii	te in which Business was formed: Utah			
Is this Business authorized to operate in the Project location?    Yes   No  Pending						nding		
13 (1113 D				70		11000		

1.03

Name of business:	Oldcastle Materials/CRH	Affiliation:	Parent Company
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

	Name: Matt Adams	son	Title:	Estimato	or	1		
	Authorized to sign	contracts: ☑ Yes ☐ No	Limit	of Autho	rity:	\$ 1,00	00,00	0
	Name: Kyle Wood		Title:	Title: Construction Manager				
	Authorized to sign	Limit	of Autho	rity:	\$ 5,00	00,00	0	
	Name:		Title:					
	Authorized to sign	contracts: ☐ Yes ☐ No	Limit	of Autho	rity:	\$		
	Name:		Title:					
ARTICI	LE 2—LICENSING							
2.01	Provide information	regarding licensure for Bu	siness:					
	Name of License:	Utah Contractors License						
	Licensing Agency:	State of Utah						
	License No:	4910822-5501	Expiration	n Date:	11/30	0/2025		
	Name of License:							
	Licensing Agency:							
ARTICI	Licensing Agency: License No:  LE 3—DIVERSE BUSIN	ESS CERTIFICATIONS	Expiration	n Date:				
	License No:  LE 3—DIVERSE BUSIN  Provide information of current certificati	regarding Business's Dive on.	rse Busine	ess Certi			ny. Pr	ovide evidend Certification
	License No:  LE 3—DIVERSE BUSIN  Provide information of current certificati	regarding Business's Dive	rse Busine				ny. Pr	
	License No:  LE 3—DIVERSE BUSIN  Provide information of current certificati	regarding Business's Dive on.	rse Busine	ess Certi			ny. Pr	Certification
	License No:  LE 3—DIVERSE BUSIN  Provide information of current certificati  Ce  Disadvantaged E  Minority Busine	regarding Business's Dive on. ertification Business Enterprise ss Enterprise	rse Busine	ess Certi			ny. Pr	Certification
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	License No:  LE 3—DIVERSE BUSIN  Provide information of current certificati  Ce  Disadvantaged E  Minority Busine	regarding Business's Dive on. ertification Business Enterprise ss Enterprise Business Enterprise	rse Busine	ess Certi			ny. Pr	Certification
	License No:  LE 3—DIVERSE BUSIN  Provide information of current certificati  Ca  Disadvantaged E  Minority Busine Woman-Owned	regarding Business's Dive on. ertification Business Enterprise ss Enterprise Business Enterprise	rse Busine	ess Certi			ny. Pr	Certification
	License No:  LE 3—DIVERSE BUSIN  Provide information of current certificati  Ce  Disadvantaged E  Minority Busine  Woman-Owned  Small Business E  Disabled Busine	regarding Business's Dive on. ertification Business Enterprise ss Enterprise Business Enterprise	rse Busine	ess Certi			ny. Pr	Certification
	License No:  LE 3—DIVERSE BUSIN  Provide information of current certification of current certifi	regarding Business's Dive on. ertification Business Enterprise ss Enterprise Business Enterprise Enterprise ss Enterprise Business Enterprise d Veteran-Owned Business	rse Busine	ess Certi			ny. Pr	Certification
	License No:  LE 3—DIVERSE BUSIN  Provide information of current certificati  Ce  Disadvantaged E  Minority Busine  Woman-Owned  Small Business E  Disabled Busine  Veteran-Owned	regarding Business's Dive on.  ertification Business Enterprise ss Enterprise Business Enterprise interprise ss Enterprise Business Enterprise d Veteran-Owned Business ess (Historically	rse Busine	ess Certi			ny. Pr	Certification
<b>ARTICL</b> 3.01	License No:  LE 3—DIVERSE BUSIN  Provide information of current certificati  Ce  Disadvantaged E  Minority Busine  Woman-Owned  Small Business E  Disabled Busine  Veteran-Owned  Service-Disabled  HUBZone Busine	regarding Business's Dive on.  ertification Business Enterprise ss Enterprise Business Enterprise interprise ss Enterprise Business Enterprise d Veteran-Owned Business ess (Historically	rse Busine	ess Certi			ny. Pr	Certification

Provide information regarding the Business's officers, partners, and limits of authority.

1.04

### **ARTICLE 4—SAFETY**

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Byron Fabian	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
Bachelor's degree BS Occ Safety	BYU-Idaho	
OHSA 30 Construction	OSHA	N/A

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

R MH	EMR	7	200000000000000000000000000000000000000
	EIVIK	TRFR	MH
5,602,604	.6	1.9	5,593,883
	5,602,604	5,602,604 .6	5,602,604 .6 1.9

### ARTICLE 5-FINANCIAL

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:		
Business address:	Please visit https://www.crh.com/	
Date of Business's mo	st recent financial statement:	☐ Attached
Date of Business's most recent audited financial statement:		☐ Attached
Financial indicators fr	om the most recent financial statement	
Contractor's Current I	Ratio (Current Assets ÷ Current Liabilities)	
	tio ((Cash and Cash Equivalents + Accounts Receivable + nts) ÷ Current Liabilities)	

### ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Fidelity and Deposit Company of Maryland					
Surety is a corporation organized and existing under the laws of the state of:						
Is surety authorized to provide surety bonds in the Project location? ☑ Yes ☐ No					□ No	
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?  □ Yes □ No					nent Circular 570	
Mailing Address		1400 American Lane Tower 119 Floor				
(principal place of business):		Schaumburg, ILL 60196				
Physical Address 1400 American L			ne Tower 119 Floor			
(principal place of business): Schaumburg, ILL		Schaumburg, ILL 6	_ 60196			
Phone (main):	847-605-6000		Phone (claims):			

### ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):						
Insurance Provider			Type of Poli	cy (Coverage	Provided)	
Liberty Mutual Insur	rance					
Are providers lice	ensed or auth	orized to issue po	licies in the Project	t location?	<b>⑤</b> Yes □ No	
Does provider ha	ve an A.M. Be	est Rating of A-VII	or better?		☐ Yes ☐ No	
Mailing Address	come as mo	1876 Waycross Ro	pad			
(principal place o	of business):	Cincinnati, OH 45240				
Physical Address Sam		Same as Mailing				
(principal place o	of business):					
		7-25				
Phone (main):	513-867-3822		Phone (claims):	801-409-2466	3	

### ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	Please visit https://www.crh.com/
Estimate of revenue for the current year:	Please visit https://www.crh.com/
Estimate of revenue for the previous year:	Please visit https://www.crh.com/

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with pro	ojects lik	e the proposed project			
As a general contractor:	30+	As a joint venturer:			
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:					
Been disqualified as a bidd	der by a	ny local, state, or federa	l agency within the last 5 years?		
☐ Yes ☑ No					
Been barred from contrac	ting by a	any local, state, or feder	al agency within the last 5 years?		
☐ Yes ☑ No					
Been released from a bid	n the pa	ast 5 years? 🗖 Yes 🧿 No			
Defaulted on a project or	failed to	complete any contract	awarded to it? 🖸 Yes 🗿 No		
Refused to construct or re	fused to	provide materials defir	ned in the contract documents or in		
a change order? 🖸 Yes 🧿	No				
Been a party to any currer	ntly pen	ding litigation or arbitra	tion? 🗘 Yes 🗿 No		
Provide full details in a sepa	rate att	achment if the response	e to any of these questions is Yes.		

- 8.03 List all projects currently under contract in Schedule A and provide indicated information.
- 8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.
- 8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

### **ARTICLE 9—REQUIRED ATTACHMENTS**

- 9.01 Provide the following information with the Statement of Qualifications:
  - A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
  - B. Diverse Business Certifications if required by Paragraph 3.01.
  - C. Certification of Business's safety performance if required by Paragraph 4.02.
  - D. Financial statements as required by Paragraph 5.01.

- E. Attachments providing additional information as required by Paragraph 8.02.
- F. Schedule A (Current Projects) as required by Paragraph 8.03.
- G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Dusiness.	Staker Parson Companies
Dv.	(typed or printed name of organization)
Ву:	(individual's signature)
Name:	Matt Adamson
	(typed or printed)
Title:	Estimator / Project Manager
	(typed or printed)
Date:	12/20/2024
//C D	(date signed)
(IJ Busines	s is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest:	(individual's signature)
Name:	Shad East (typed or printed)
T:+la.	
Title:	Estimator (* mod or printed)
Address fo	(typed or printed) or giving notices:
riadic55 ic	250 N 300 E Smithfield, UT 84335
Designate	d Representative:
Name:	Matt Adamson
	(typed or printed)
Title:	Estimator Project Manager
۸ ماماسم م م .	(typed or printed)
Address:	250 N 300 E Smithfield, UT 84335
	250 N 500 E Similineia, 01 64555
Phone:	435-563-3242
Email:	matt adamson@stakerparson.com

Section 10. Item B.

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# chedule A—Current Projects

Name of Organization	Staker Parson Companies				
Project Owner	City of Logan		Project Name	1200 East Corridor Roundabouts	
General Description of Project		Roadway Reconstruction and New Roundabouts			
Project Cost	7.2M+		Date Project	2024	
Kev Project Personnel	Project Manager	r Project Superintendent	rintendent	Safety Manager	Quality Control Manager
Name	Matt Adamson	Craig Grover	В,	Byron Fabion	Tyler Surrage
Reference Contact Infor	mation (listing names inc	Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)	g the names indivi	duals as a reference)	
	Name	Title/Position	Organization	tion Telephone	Email
Owner	Alex O.	Project Manager	Logan City	435-994-4807	
Designer	Justin Jones	Engineer	Civil Science		
Construction Manager					
Project Owner	City of Logan		Project Name	Logan 200 S Roadway Reconstruct	uct

Project Owner	City of Logan		Project Name		Logan 200 S Roadway Reconstruct	uct
General Description of Project	Project Total Reconstruction of Existing Road	n of Existing Road				
Project Cost	5M+		Date Project	2024	24	
Key Project Personnel	Project Manager	Project Superintendent	ntendent	Safet	Safety Manager	Quality Control Manager
Name	Shad East	Kirt Gardener		Byron Fabion		Tyler Surrage
Reference Contact Infor	mation (listing names indic	Reference Contact Information (listing names indicates approval to contacting the names individual	the names ind	ividuals as a reference)	eference)	
	Name	Title/Position	Organization	zation	Telephone	Email
Owner	Alex Oliphant	Project Manager	Logan City		435-994-4807	
Designer						
Construction Manager						
Project Owner	Nibley City		Project Name	Nibley 1200 West	West	
General Description of Project		Roadway Reconstruction and Roundabouts				
Project Cost	3.5M+		Date Project	20;	2023/2024	
Key Project Personnel	Project Manager	Project Superintendent	ntendent	Safet	Safety Manager	Quality Control Manager
Name	Shad East	Phil Hall		Byron Fabion		Tyler Surrage
Reference Contact Infor	mation (listing names indic	Reference Contact Information (listing names indicates approval to contacting the names individual	the names ind	ividuals as a reference)	eference)	
	Name	Title/Position	Organization	zation	Telephone	Email
Owner	Tom Dickenson	City Engineer	Nibley City			td@nibleycity.com
Designer						

Construction Manager

Section 10. Item B.

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EJCDC® C-451, Qualifications Statement—Schedule A—Current Projects.
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Page 2 of 2

# chedule B—Previous Experience with Similar Projects

Name of Organization	Staker Parson Companies					
Project Owner	Costco		Project Name	Logan Costco		
General Description of P	General Description of Project   Site Work for new Costco Bldg	tco Bldg				
Project Cost	6.5M+		Date Project	2022		
Key Project Personnel	Project Manager	Project Superintendent	ntendent	Safety	Safety Manager	Quality Control Manager
Name	Shad East	Kirt Gardner	В	Byron Fabion		Tyler Surrage
Reference Contact Infor	Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)	es approval to contacting	the names indiv	iduals as a ref	erence)	
	Name	Title/Position	Organization	tion	Telephone	Email
Owner						
Designer						
Construction Manager						
)	I and Market land		Droinot Namo	Biohmond	Biohmond I po's Market Place	

Project Owner	Lee's Marketplace		Project Name	Richmond Lee's Market Place	
General Description of I	General Description of Project   Site work for new Lee's Market Place	Market Place			
Project Cost	3.5M+		Date Project	2022-2023	
Key Project Personnel	Project Manager	Project Superintendent	ntendent	Safety Manager	Quality Control Manager
Name	Shad East	Kade Smith	В	Byron Fabion	Tyler Surrage
Reference Contact Infor	Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)	s approval to contacting	the names indivi	iduals as a reference)	
	Name	Title/Position	Organization	tion Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner	Logan City		Project Name	Logan 400 East Reconstruction	uction
General Description of Project	Project Roadway Reconstru	Roadway Reconstruction of 400 East 1400 N to 1500 N	500 N		
Project Cost	400,000+		Date Project	2023	
Key Project Personnel	Project Manager	Project Superintendent	intendent	Safety Manager	Quality Control Manager
Name	Matt Adamson	Perry Cartwright	Вуг	Byron Fabion	Tyler Surrage
Reference Contact Info	Reference Contact Information (listing names indicates approval to contacting the names individu	ates approval to contacting	g the names indivic	duals as a reference)	
	Name	Title/Position	Organization	ion Telephone	ne Email
Owner	Alex oliphant	Project Manager	Logan City	435-994-4807	
Designer					
Construction Manager					

# chedule B—Previous Experience with Similar Projects

Name of Organization	Staker Parson Companies					
Project Owner	Hyde Park City		Project Name	Project Name 3100 N Roadway and Utility Improvements	and Utility Improv	rements
General Description of P	General Description of Project   Reconstruction for Roadway and Utilities	dway and Utilities				
Project Cost	1.5M+		Date Project	2021		
Key Project Personnel	Project Manager	Project Superintendent	ntendent	Safety Manager	ager	Quality Control Manager
Name	Shad East	Kade Smith	Ву	Byron Fabion		Tyler Surrage
Reference Contact Inform	Reference Contact Information (listing names indicates approval to contacting the names individua	s approval to contacting	the names indivi	iduals as a reference)	ice)	
	Name	Title/Position	Organization		Telephone	Email
Owner	Bret Knight		Hyde Park			
Designer						
Construction Manager						

Course action interior					
Project Owner			Project Name		
General Description of Project	roject				
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	ntendent	Safety Manager	Quality Control Manager
Name					
Reference Contact Inforn	Reference Contact Information (listing names indicates approval to contacting the names individu	es approval to contacting	the names individ	uals as a reference)	
	Name	Title/Position	Organization	on Telephone	Email
Owner					
Designer					
Construction Manager					
Project Owner			Project Name		

0000					
Project Owner			Project Name		
General Description of Project	oject				
Project Cost	-		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	ntendent	Safety Manager	Quality Control Manager
Name					
Reference Contact Inform	Reference Contact Information (listing names indicates approval to contacting the names individ	es approval to contacting	the names individ	uals as a reference)	
	Name	Title/Position	Organization	on Telephone	Email
Owner					
Designer					
Construction Manager					

## Schedule C—Key Individuals

Project Manage	r			
Name of individ		Matt Adamson		
Years of experie	nce as project manager	5+		
Years of experie	nce with this organization	2		
Number of simil	ar projects as project manager	5+		
Number of simil	ar projects in other positions	5+		
Current Project	Assignments			
Name of assignr	nent	Percent of time us	sed for	Estimated project
W**		this project		completion date
See attached curre	ent projects			
Reference Conta	act Information (listing names indicate	es approval to contact na	med ind	ividuals as a reference)
Name	Kyle Wood	Name		
Title/Position	Construction Manager	Title/Position		
Organization	Staker Parson Companies	Organization		
Telephone	435-563-3242	Telephone		
Email		Email		
Project		Project		
Candidate's role	on	Candidate's role o	n	
project		project		
Project Superin				
Name of individ		Kade Smith		
Years of experie	nce as project superintendent	10+		
Carried and the property of the party of the	nce with this organization	20+		
	ar projects as project superintendent	20+		
Number of simil	ar projects in other positions	20+		
Current Project	Assignments			
Name of assignr	ment	Percent of time us	sed for	Estimated project
		this project		completion date
See attached Curr	ent Projects			
		Y 10 025 94		
	act Information (listing names indicate		amed ind	lividuals as a reference)
Name	Kyle Wood	Name		
Title/Position	Construction Manger	Title/Position		
Organization	Staker Parson Companies	Organization		
Telephone	435-563-3242	Telephone		
Email		Email		
Project		Project		
Candidate's		Candidate's		
role on project		role on project		

Safety Manager					
Name of individual		Byron Fabian			
Years of experience as project manager		6			
Years of experience with this organization		6			
Number of similar projects as project manager		100+			
Number of similar projects in other positions					
Current Project A	Assignment	is .			
Name of assignm	nent		Percent of time	used for	Estimated project
			this project		completion date
12th Street Ogo	den		As needed		2025
Layton City Stre	ets		As needed		end of 2024
1200 East Rour	ndabouts		As needed		OCT 2024
Reference Conta	ct Informa	tion (listing names indicates ap	proval to contact r	named indi	
Name		Ben Orgill	Name		Carlos Edmund
Title/Position		Regional Safety Manager	Title/Position		Field Safety Specialist
Organization		Staker Parson Companies	Organization		Staker Parson Companies
Telephone			Telephone		3852085063
Email		ben.orgill@na.crh.com	Email		Carlos.edmund@na.crh.com
Project			Project		
Candidate's role	on		Candidate's role on		
project			project		
Quality Control	Manager				
Name of individu	ual		Tyler Surrage		
Years of experien	nce as proj	ect superintendent	20+		
Years of experien			20+		
		as project superintendent	20+		
Number of similar	ar projects	in other positions	20+		
Current Project	Assignment	ts			
Name of assignn	nent		Percent of time used for		Estimated project
			this project		completion date
Company QC Man	ager		100%		
		3 VII	10 0 2		9. 3. 1 1
		tion (listing names indicates ap		named ind	lividuais as a reference)
Name	Jake Good	dliffe	Name		
Title/Position	VP		Title/Position		
Organization	Staker Par		Organization		
Telephone	801-731-1	111	Telephone		
Email			Email		
Project			Project		
Candidate's			Candidate's		
role on project			role on project		

# STATE OF UTAH DEPARTMENT OF COMMERCE ACTIVE LICENSE

#### STAKER & PARSON COMPANIES

2350 S 1900 W STE 100 OGDEN UT 84401

**EFFECTIVE** 07/19/2002

11/30/2025

REFERENCE NUMBER(S), CLASSIFICATION

4910822-5501 Cont

Contractor Section 10. Item B

B100, E100, S310

DBAs: REYNOLDS EXCAVATION, DEMOLITION AND UTILITIES

STAKER PARSON MATERIALS &

CONSTRUCTION

JACK B PARSON READY MIX CONCRETE

HALES SAND & GRAVEL

#### IMPORTANT LICENSURE REMINDERS:

- Your license is valid until the expiration date listed on this form.
- Please note the address listed below. This is your public address of record for the division, and all future
  correspondence from the division will be mailed to this address. If you move, it is your responsibility to notify us
  directly of the change. Maintaining your current address with us is the easiest way to ensure continuous licensure.
- This license has been issued to the business entity. Any change in the license's original entity structure requires a new license (i.e. DBA to a Corporation, etc.). Please contact the division before you make such changes.

STAKER & PARSON COMPANIES 2350 S 1900 W STE 100 OGDEN UT 84401

Please visit our web site at <a href="https://www.dopl.utah.gov">www.dopl.utah.gov</a> should you have any questions in the future.

# STATE OF UTAH DEPARTMENT OF COMMERCE DIVISION OF PROFESSIONAL LICENSING

#### **ACTIVE LICENSE**

EFFECTIVE DATE:

07/19/2002

EXPIRATION DATE:

11/30/2025

ISSUED TO:

**STAKER & PARSON COMPANIES** 

2350 S 1900 W STE 100

**OGDEN UT 84401** 



#### REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)

4910822-5501

Contractor With LRF

B100, E100, S310

DBAs: REYNOLDS EXCAVATION, DEMOLITION AND UTILITIES

STAKER PARSON MATERIALS & CONSTRUCTION JACK B PARSON READY MIX CONCRETE

HALES SAND & GRAVEL WESTERN ROCK PRODUCTS BURDICK MATERIALS

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#### APPOINTMENT OF AUTHORIZED EMPLOYEES

Pursuant to the authority granted by the Board of Directors of Staker & Parson Companies ("the Company"), Michael Kurz Mountain West Region President of the Company, hereby declares that the following individuals shall be, and each of them hereby is, appointed to serve as an Authorized Employee of the Corporation until his or her resignation, removal, disqualification, or death, and each such individual is hereby authorized to execute and deliver such agreements, documents, certificates and other instruments under the seal of the Company, if required, for the purpose of conducting the Company's business, including selling products, securing construction work, initiating company purchases and entering into contracts, such authority being subject to the dollar amount limitations set forth by the officers of the Company, including but not limited to those designated in the Staker & Parson Companies Financial Authority Approval documentation:

#### Authorized Agents Having Powers of a Vice President:

Brent Burr Jake Goodliffe
Chris Kinnersley Travis Canfield
John Eric Emerson Brandon Pack
Tim Brown Derrick Pack
Cade Christoffersen Jeff Trosper

#### \* Authority to sign hauler agreements

Adams, Austin Clayton, Rosalee Albrecht, David Clevenger, Ross Aldrich, Nikki Cobbley, Greg Allan, Dawn Coffman, Rylene Allen, Joseph Cokusis, Chris Alter, Matt Anderson, Austin \*Collard, Bevan \*Collard, Jeff Anderson, Brad Conner, Rhandi Armstrong, Pat Barker, Heather Cordova, Steve Barrett, Shanna Crocker, James Crossley, Brooke Barton, Sherri Dalley, Mike Bennett, Gary Dalton, Brent Bennett, Jordan Davis, Jeff \*Bentley, Tim Davis, Shannon Berntson, Brad Dill, Kevin Berry, Todd Doty, Travis Bover, Lane Dunn, Peggy Braden, Kyle Broadhead, Jade East, Shad Braun, Perry Edmunds, Brent Brittain, Thomas Edwards, Annette Eells, William Burr, Derek Ekart, Alyssa Burr, Kade \*Ellison, Landon Burrows, Kristine \*Fabrizio, Craig Butler, Kathren (HK) Fisher, Heather Cardinet, James Foster, Angela Carter, Mark Fred, Lynn Chamberlain, McKay Freston, Grace Christiansen, Hugh Garcia, Krista Christensen, Buddy Clark, Pat Goodrich, Lee

Grantham, Jerry Graves, Jaclyn Greene, Rhonda Green, Dale Green, Leslie Griffiths, Monica \*Groves, Jon Guerrera, Victoria Gunter, Gerald Guymon, Jeremy Guymon, Tim Hanks, Mike Hansen, Destrie \*Hansen, Brad Hansen, Justin Hayes, Hudd Hernandez, Ed Herring, Chris Hiatt, Phill Hickman, Tony Hill, Robin Hintze, Shane Hobbs, Jared Hogan, Jim Hopkins, Mike Inama, Adrian Jacobs, Paul Jensen, Brian Jensen, Jeff Johnson, Matt Johnson, Kodey Jolley, Kevin

#### Page 2 of 2

Julian, Norma Keenan, Tim Kelly, Jim King, Darin Larsen, James Larsen, Mike Law, Kim Leatherwood, Dan Lewis, Mitch Limb, Amy Liu, Cheyenne Lovato, Sammy Lovel, Zachery Luke, Eric Lundell, Colton Lutz, Jason Magalhaes, Igor Mantz, Dorace Marshall, Bob Martin, Terrill Martinez, Annie Mason, Jaden Matheson, Bryan Maxfield, James (Dak) Mays, Ashley McCarthy, Nancy McCoy, Brian McFadden, Scott McKickell, Darcy McMillan, Cheryl (Sherry) \*Meikle, Travis Mendoza, Julio Mendoza, Keri Meyers, David Mickles, Shannon Montoya, Kelly Morgan, Kelly Morrill, Clint

Nelson, Ray Neria, Nick Neumeyer, Ryan \*Newby, Mike Nielson, Lisa Nielson, John Niemeyer, Alice Olsen, Ryan Olson, Drake \*Oman, Chance Ormes, Angela Ostergaard, Tamera Owen, Matt Packard, Clay \*Painter, Trevor Peirce, Bobby Petty, Justin Ponton, James Poole, Tyler Prill, Dusty Ramm, Justin Rasmussen, Blake Rasmussen, Brock Richards, Derek \*Rivera, Sean Robinson, James Ross, Kelly Rowley, Craig Ryan, Cam Sagers, Gregg \*Sargent, Trent Schildhauer, Jill \*Severinsen, Kurt Sharp, Michelle Sheffield, Mark Sibbett, April (Maus) Simpson, Jason Smith, Jayson R Sommer, Aaron \*Spackman, Travis Spillman, Michael

Staker, Jonas \*Stinger, Nathan Stocks, Brian Strick, Shane Sullivan, Johnathan Taintor, Rhett Taney, Ben Taron, Michael Shaun Tayler, Brian Taylor, Mark Thackeray, Nicholas Thain, Ryan Thompson, Jerry Thurgood, Dave Thorpe, Tommy Tranter, Jack Trent, Heather Trosper, Jeff VanDyke, Andrew Vigil, Robert Vowles, Natalie Whalen, Curtis Waite, Glenn Walker, Adam Ward, Shawn Ward, Thomas Ward, Tyler Wilcox, Jeremy Wilden, Joseph \*Wilkes, John Williams, David \*Williams, Taylor Wilson, Peter J \*Wood, Kyle Woodruff, Lisa Worthington, Michael Yang, Vickie Yates, Todd \*Ylincheta, Chris Young, Josh Zakotnik, Wayne (Zeke)

Mike Kurz

Moynier, Ryan

Murray, Ronan

Neilson, Erik

Nelson, Iris

5FE61FE2AE0100875C2B46A9ABA4FBC0

readysign

Stevenson, John

04/09/2024

Michael Kurz

Mountain West Region President

Date

# SECTION 00 41 43 BID FORM FOR CONSTRUCTION CONTACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

#### ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

In person:

Hyrum City 60 West Main Hyrum, Utah 84319

By mail:

**Hyrum City** 

**Attn: Todd Perkins** 

60 West Main

Hyrum, Utah 84319

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

#### ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security;
  - B. Contractor's License No.: <u>322131-550</u> or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

#### ARTICLE 3—BASIS OF BID—UNIT PRICES

- 3.01 Unit Price Bids
  - A. Bidder will perform the following Work at the indicated unit prices:

Item #	Description	Unit	Estimated Quantity	Bid Unit Price
1	Mobilization	Lump Sum	1	2000 00
2	Remove and Dispose of Mailbox	Lump Sum	1	50 50
3	Remove and Dispose of Basketball Hoop and Base	Lump Sum	1	15000

			, and the second	T T
4	Remove and Dispose of Tires	Lump Sum	1	500 00
5	Remove and Dispose of Landscape Boulder	Lump Sum	1	500 °C
6	Remove and Dispose of Chainlink Fence	Lump Sum	1	50000
7	Remove and Dispose of Doghouse	Lump Sum	1	150 00
8	Remove and Dispose of Railroad Ties	Lump Sum	1	90000
9	Remove and Dispose of Tree Stump/Rootball	Lump Sum	1	500 36
10	Remove and Dispose of Bushes/Landscaping	Lump Sum	1	10000
11	Remove and Dispose of Concrete Tiered Walls	Lump Sum	1	1500 00
12	Remove and Dispose of Asphalt Driveway	Lump Sum	1	1500 60
13	Remove and Dispose of Concrete Driveway	Lump Sum	1	2000
14	Remove and Dispose of Concrete Floor	Lump Sum	1	250000
15	Remove and Dispose of Foundation Wall and Footer	Lump Sum	1	2500° -
16	Remove and Dispose of Concrete Garage Foundation Wall and Footer	Lump Sum	1	200000
17	Remove and Dispose of Brick and Home Debris	Lump Sum	1	2000 10
18	Fill and Regrade House Area to Match Existing Grade (PLAN QUANTITY)	Lump Sum	1	2000 00
	Total of All Line-Item Costs			\$ 21,85000

#### B. Bidder acknowledges that:

 each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

#### SECTION 00 43 13 BID BOND (PENAL SUM FORM)

Surety Name: BIRLHCITCH CHANS Surpt INC. Address (principal place of business):		
Address (principal place of pusiness):    Part   Part   Part   Project (name and location):   Hyrum City   Project (name and location):   Hyrum City 96 N 600 E House Removal and Regrading,   Hyrum City, Utah     Bid   Project (name and location):   Hyrum City 96 N 600 E House Removal and Regrading,   Hyrum City, Utah     Bid Due Date:    Bond     Penal Sum:   Date of Bond:   Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.   Bidder   Surety     Bill Cut and Descript   Project (name and location):   Hyrum City 96 N 600 E House Removal and Regrading,   Hyrum City, Utah     Bid Due Date:    Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.   Surety	Bidder	Surety
Address (principal place of pusiness):    Part   Part   Part   Project (name and location):   Hyrum City   Project (name and location):   Hyrum City 96 N 600 E House Removal and Regrading,   Hyrum City, Utah     Bid   Project (name and location):   Hyrum City 96 N 600 E House Removal and Regrading,   Hyrum City, Utah     Bid Due Date:    Bond     Penal Sum:   Date of Bond:   Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.   Bidder   Surety     Bill Cut and Descript   Project (name and location):   Hyrum City 96 N 600 E House Removal and Regrading,   Hyrum City, Utah     Bid Due Date:    Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.   Surety	Name: BIREHCIZER LANDSCAPE INC.	Name:
Owner Name: Hyrum City Address (principal place of business): 60 West Main, Hyrum, UT 84319  Bid Project (name and location): Hyrum City 96 N 600 E House Removal and Regrading, Hyrum City, Utah Bid Due Date:  Bond Penal Sum: Date of Bond: Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.  Bidder  Bidder  Surety  Bill formal name of Surety) (corporate seal) By:  (Full formal name of Surety) (corporate seal) By:  (Signature) Name:  (Printed or typed) Title:  (Signature) Name:  (Printed or typed) Title:  (Printed or typed) Title:  (Printed or typed) Title: Title:  (Printed or typed) Title: Title:  Title:	Address (principal place of pusiness).	Address (principal place of business):
Owner Name: Hyrum City Address (principal place of business): 60 West Main, Hyrum, UT 84319  Bid Due Date:  Bond Penal Sum: Date of Bond:  Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.  Bidder  Surety  First Carter Last Scanter (Full formal name of Surety) (corporate seal)  By:  (Signature)  Name:  (Printed or typed)  Title:  (Signature)  Name:  (Printed or typed)  Title:  Title:  Title:  (Printed or typed)  Title:  Title:  (Printed or typed)  Title:  Title:  Title:  Title:	1927 - Caryon Romo	
Name: Hyrum City Address (principal place of business): 60 West Main, Hyrum, UT 84319  Bond  Penal Sum: Date of Bond:  Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.  Bidder  Bidder  File Cacae Care Care Care Care Care Care Care Ca	SINTHFOUND VT 184335	
Name: Hyrum City Address (principal place of business): 60 West Main, Hyrum, UT 84319  Bond  Penal Sum: Date of Bond:  Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.  Bidder  Bidder  File Cacae Care Care Care Care Care Care Care Ca		V
Address (principal place of business):  60 West Main, Hyrum, UT 84319  Bid Due Date:  Bond  Penal Sum: Date of Bond:  Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.  Bidder    Full formal name of Bidder	Owner	Bid
Regrading, Hyrum City, Utah  Bid Due Date:  Bond  Penal Sum: Date of Bond:  Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.  Bidder  Surety  (Full formal name of Surety) (corporate seal)  By:  (Signature)  Name:  (Printed or typed)  Title:  Titl	Name: Hyrum City	Project (name and location):
Regrading, Hyrum, UT 84319  Regrading, Hyrum City, Utah  Bid Due Date:  Bond  Penal Sum: Date of Bond:  Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.  Bidder  Surety  (Full formal name of Surety) (corporate seal)  By:  (Signature)  Name:  (Printed or typed)  Title:  Attest:  (Signature)  Name:  (Printed or typed)  Title:  Name:  (Printed or typed)  Title:  Name:  (Printed or typed)  Title:  Title	Address (principal place of business):	
Bond  Penal Sum:  Date of Bond:  Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.  Bidder  Surety  Bill formal name of Surety) (corporate seal)  By:  (Full formal name of Surety) (corporate seal)  By:  (Signature)  Name:  (Printed or typed)  Title:  Attest:  (Signature)  Name:  (Printed or typed)  Title:  Name:  (Printed or typed)  Title:  Title:  (Printed or typed)  Title:  Title:  Title:  Title:	120	
Penal Sum:  Date of Bond:  Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.  Bidder Surety    Full formal name of Bidder   (Full formal name of Surety) (corporate seal)	•	Hyrum City, Utan
Penal Sum:  Date of Bond:  Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.  Bidder Surety    Full formal name of Bidder   (Full formal name of Surety) (corporate seal)		
Penal Sum:  Date of Bond:  Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.  Bidder  Surety  (Full formal name of Surety) (corporate seal)  By:  (Full formal name of Surety) (corporate seal)  By:  (Signature)  Name:  (Printed or typed)  Title:  Attest:  (Signature)  Name:  (Printed or typed)  Title:  Name:  (Printed or typed)  Title:  Name:  (Printed or typed)  Title:  Title:  Title:  Title:		Bid Due Date:
Date of Bond:  Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.  Bidder  Surety  Full formal name of Bidder)  (Full formal name of Surety) (corporate seal)  By:  (Signature)  Name:  (Printed or typed)  Name:  (Signature)  Attest:  Attest:  (Signature)  Name:  (Printed or typed)  Title:  Name:  (Printed or typed)  Title:  Title:  Name:  (Printed or typed)  Title:  Title:	Bond	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.  Bidder  BIRCUCULAL LAND SCAPE (NC)  (Full formal name of Surety) (corporate seal)  By:  (Signature)  Name:  (Printed or typed)  Title:  Attest:  (Signature)  Name:  (Signature)  Attest:  (Signature)  Name:  (Printed or typed)  Title:  Name:  (Printed or typed)  Title:  Title:  Title:  Title:  Title:	Penal Sum:	
Bidder   Surety	Date of Bond:	
Bidder   Surety	Surety and Bidder, intending to be legally bound h	ereby, subject to the terms set forth in this Bid Bond,
Bidder  BiPCUCLULA SCATE INC (Full formal name of Bidder)  By:  (Full formal name of Surety) (corporate seal)  By:  (Signature)  Name:  (Printed or typed)  Name:  (Signature)  Attest:  (Signature)  Attest:  (Signature)  Name:  (Printed or typed)  Name:  (Printed or typed)  Title:  Name:  (Printed or typed)  Title:  Title:  Title:  Title:  (Signature)  Name:  (Printed or typed)  Title:  Title:	do each cause this Bid Bond to be duly executed b	y an authorized officer, agent, or representative.
By:  (Signature)  Name: Signature)  (Signature) (Attach Power of Attorney)  Name: (Printed or typed)  Title: Attest:  (Signature)  Name: (Signature)  Name: (Printed or typed)  Title: Title: (Signature)  Name: (Printed or typed)  Title: Title:		
By:  (Signature)  Name: Signature)  (Signature) (Attach Power of Attorney)  Name: (Printed or typed)  Title: Attest:  (Signature)  Name: (Signature)  Name: (Printed or typed)  Title: Title: (Signature)  Name: (Printed or typed)  Title: Title:	RIRCHCREER INVOCATION INC.	
Name: Signature)  (Signature) (Signature) (Attach Power of Attorney)  Name: (Printed or typed)  Title: Attest: (Signature)  Name: (Printed or typed)  Title: Title: (Printed or typed)  Title: Title: (Printed or typed)  Title: Title:	(Full formal name of Bidder)	(Full formal name of Surety) (corporate seal)
Name:         (Printed or typed)         (Printed or typed)           Title:         Attest:         (Signature)           Name:         (Printed or typed)           Title:         (Printed or typed)           Title:         (Printed or typed)	Ву:	Ву:
Title:		(Signature) (Attach Power of Attorney)
Title:	Name: SHAWA COZONERUIFT	
Attest:	(Printed or typed)	Manager and Community Comm
Name: (Signature) (Signature)  Name: (Printed or typed) (Printed or typed)  Title: Title:	Title: [MEJORNA]	litie:
Name: (Signature) (Signature)  Name: (Printed or typed) (Printed or typed)  Title: Title:	Attact:	Attest:
(Printed or typed) (Printed or typed)  Title:		
(Printed or typed) (Printed or typed)  Title:	Name:	
Title;		(Printed or typed)
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such		
inint venturers if neressary		ired notice. (2) Provide execution by any additional parties, such a

BIDDER hereby submits this Bid as set forth above:

Bidder:	BIRCHCREEK CANOSCIPE + EXCHURTION
	BIRCHCREEK CANDSCUPE + EXCHULATION (typed or printed name of organization)
Ву:	(typea or printed name of organization)
- 1	(individual's signature)
Name:	SHAUN CRONQUIST
	(typed or printed)
Title:	PRESIDER
<u></u>	(typed or printed)
Date:	(typed or printed)
If Diddor i	s a corporation, a parthership, and joint venture, attach evidence of authority to sign.
ij bludel i	s a corporation, a paralership, as a joint venture, actual evidence of authority to sign.
Attest:	
	(individual's signature)
Name:	SHARLY CLZONOVIST (typed or printed)
Title	Passigor
mie.	(typed or printed)
Date:	12-20-29
	(typed or printed)
Address	for giving notices:
Bidder's	Contact:
Name:	SHAWN CIZONOVIST
	(typed or printed)
Title:	(typed or printed)
Phone:	425-705-612 9
Email:	BIRCHCREEKX & GMAIL, COM
Address	1927 Caryon Ross Smithtens UT 84335
	7
Bidder's	Contractor License No.: (if applicable) 322131 - 6561



Project: Hyrum City 96 N 600 E House Removal and Regrading

	Quantity	Unit	Amount	Total Amount
General Site Prep/Rough Grading				
Mobilization	1	EA	\$600.00	\$600.00
			<del>,</del>	\$600.00

Site Grading	
Backfill and Grade	\$3,600.00
	\$3,600.00

Trucking	
Load and Haul Out Concrete/Asphalt/Stumps/Landscaping	\$8,250.00
Disposal Fee	\$2,400.00

\$10,650.00

TOTAL \$14,850.00

All sums due net 30 days from invoice date.

Unpaid amount will be subject to a 2% finance charge per month.

Accepted:	Confirmed:
The above bid is satisfactory and hereby accepted.	Leishman & Sons Enterprises, LLC
	435-994-0431
Buyer:	
Signature:	Signature:
Date:	

#### **SECTION 00 41 43**

#### **BID FORM FOR CONSTRUCTION CONTACT**

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

#### ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

In person: Hyrum City 60 West Main Hyrum, Utah 84319

By mail: Hyrum City Attn: Todd Perkins 60 West Main Hyrum, Utah 84319

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

#### **ARTICLE 2—ATTACHMENTS TO THIS BID**

- 2.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security;
  - B. Contractor's License No.: 5265458 550 or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

#### ARTICLE 3—BASIS OF BID—UNIT PRICES

- 3.01 Unit Price Bids
  - A. Bidder will perform the following Work at the indicated unit prices:

Item #	Description	Unit	Estimated Quantity	Bid Unit Price
1	Mobilization	Lump Sum	1	1,550.00
2	Remove and Dispose of Mailbox	Lump Sum	1	250.00
3	Remove and Dispose of Basketball Hoop and Base	Lump Sum	1	850.00

4	Remove and Dispose of Tires	Lump Sum	1	850.°°
5	Remove and Dispose of Landscape Boulder	Lump Sum	1	750.00
6	Remove and Dispose of Chainlink Fence	Lump Sum	1	220.00
7	Remove and Dispose of Doghouse	Lump Sum	1	22 0.00
8	Remove and Dispose of Railroad Ties	Lump Sum	1	450.00
9	Remove and Dispose of Tree Stump/Rootball	Lump Sum	1	650.00
10	Remove and Dispose of Bushes/Landscaping	Lump Sum	1	2,350.00
11	Remove and Dispose of Concrete Tiered Walls	Lump Sum	1	5,820.00
12	Remove and Dispose of Asphalt Driveway	Lump Sum	1	2,932.00
13	Remove and Dispose of Concrete Driveway	Lump Sum	1	5,816.00
14	Remove and Dispose of Concrete Floor	Lump Sum	1	8,676.00
15	Remove and Dispose of Foundation Wall and Footer	Lump Sum	1	12,316.00
16	Remove and Dispose of Concrete Garage Foundation Wall and Footer	Lump Sum	1	6,873.00
17	Remove and Dispose of Brick and Home Debris	Lump Sum	1	9,200.00
18	Fill and Regrade House Area to Match Existing Grade (PLAN QUANTITY)	Lump Sum	1	8,560.00
	Total of All Line-Item Costs			\$ 68, 333.00

#### B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

#### **ARTICLE 4—TIME OF COMPLETION**

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF **ADDENDA**

- 5.01 Bid Acceptance Period
  - A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 Instructions to Bidders
  - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 Receipt of Addenda
  - A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
Į.	

#### ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

- Bidder's Representations 6.01
  - A. In submitting this Bid, Bidder represents the following:
    - Bidder has examined and carefully studied the Bidding Documents, including Addenda.
    - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
    - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
    - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
    - 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in

- the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
- 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
- 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 6.02 Bidder's Certifications

#### A. The Bidder certifies the following:

- This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
- Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
- 3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
- 4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

DIDDEKI	ereby submits this bid as set forth above.		
Bidder:			
	Cook Homes, Inc. DBA: Cook Building		
	(typed or printed name of organization)		
By:			
	(individual's signature)		
Name:	Matthew Cook (typed or printed)		
Title:	President		
0.0000.000	(typed or printed)		
Date:	12 20 2024		
	(typed or printed)		
If Bidder	is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.		
Attest:			
	(individual's signature)		
Name:	Matthew Cook		
Title	(individual's signature)  Noth Cook (typed or printed)  (typed or printed)		
litie.	(typed or printed)		
Date:	12-20-2024		
	(typed or printed)		
Address for giving notices:			
	2186 N. 1600 E North Lagan, UT 84341		
	North agan, of 84341		
D:44/-	Combant		
Bidder's			
Name:	Matt Cook (typed or printed)		
Title:	President		
	(typed or printed)		
Phone:	435.764.4779		
Email:	matt @ cookhomesutah.com		

2186 N. 1600 E. North Logan, UT 84341

Bidder's Contractor License No.: (if applicable) 5265458 - 5501

Address:

#### SECTION 00 43 13 BID BOND (PENAL SUM FORM)

Bidder	Surety
Name: Cook Homes Inc. DBA Cook Building	Name: The Ohio Casualty Insurance Company
Address (principal place of business):	Address (principal place of business):
2186 N 1600 N	175 Berkeley Street Boston MA 02116
North Logan, UT 84341	BOSTOIL MA 02110
	Bid
Owner	
Name: Hyrum City	Project (name and location):
Address (principal place of business):	Hyrum City 96 N 600 E House Removal and Regrading,
60 West Main,	Hyrum City, Utah
Hyrum, UT 84319	
	Bid Due Date: December 20, 2024
Bond	I and the second
Penal Sum: Five Percent of the Accompanying Bio	Amount of 5%
Date of Bond: December 20, 2024	
Surety and Bidder, intending to be legally bound h	ereby, subject to the terms set forth in this Bid Bond,
do each cause this Bid Bond to be duly executed b	y an authorized officer, agent, or representative.
Bidder	Surety
Cook Homes Inc. DBA Cook Building	The Ohio Casualty Insurance Company
(Full formal name of Bidder)	(Full formal name of Surety) (corporate seol)
By: (Signoture)	By: Olev Museus (Signature) (Attach Power of Attorney)
Name: Matthew Cook	Name: Alex Museus
(Printed or typed)	(Printed or typed)
Title: Owner	Title: Attorney-In-Fact
	Attest:
Attest: (Signature)	(Signoture)
Name: Hmanda Morton	Name: Vennifer Varden
(Printed or typed)	(Printed or typed)
Title: CSF	Title: Account Manager
Notes: (1) Note: Addresses are to be used for giving any requi- joint venturers, if necessary.	ired notice. (2) Provide execution by any additional parties, such as

- Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
- Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
- 3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
- 4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice
  of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award
  including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's
  written consent.
- No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
- Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
- 8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
- Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
- 10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
- 11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

> Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8208218-977480

#### POWER OF ATTORNEY

				시, 프레틴 (R)
Liberty Mutual Insuran	ce Company is a corpo State of Indiana (herein	ration duly organized collectively called the	under the laws of	ince Company is a corporation duly organized under the laws of the State of New Hampshire, that the State of Massachusetts, and West American Insurance Company is a corporation duly organized ursuant to and by authority herein set forth, does hereby name, constitute and appoint,
all of the city of	Logan	state of	UT	each individually if there be more than one named, its true and lawful attorney-in-fact to make,
				and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance and uly signed by the president and attested by the secretary of the Companies in their own proper
IN WITNESS MUEDE	OF this Dower of Atto	rnov has boon subsori	had by an author	ized officer or official of the Companies and the corporate seals of the Companies have been affixed

NSUA

2022

June





Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

David M. Carey, Assistant Secretary

State of PENNSYLVANIA County of MONTGOMERY

thereto this 28th day of

(POA) verification inquiries, HOSUR@libertymutual.com On this 28th day of June, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal Teresa Pastella, Notary Public Montgomery County My commission expires March 28, 2025 Commission number 1126044 Member, Pennsylvania Association of Notaries

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this







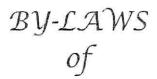
Renee C. Llewellyn, Assistant Secretary

Attorney or email h

nd/or Power of 610-832-8240

ā call

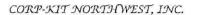
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COOK HOMES, INC.

INCORPORATED UNDER THE LAWS OF THE STATE OF

UTAH



#### RESTATED

#### **BYLAWS**

OF

#### COOK HOMES, INC.

(formerly known as COOK BROS. CONSTRUCTION, INC.)

#### ARTICLE I OFFICE

The Board of Directors shall designate and the Corporation shall maintain a principal office. The location of the principal office may be changed by the Board of Directors. The Corporation may also have offices in such other places as the Board may from time to time designate.

The location of the principal office of the Corporation shall be: 135 North 200 East, Millville, Utah 84326.

## ARTICLE II SHAREHOLDERS MEETING

Section 1. Annual Meetings. The annual meeting of the shareholders of the Corporation shall be held at such place within or without the State of Utah as shall be set forth in compliance with these Bylaws. The meeting shall be held on the 1st Monday of April of each year, at 10:00 a.m. at the principal office of the Corporation. If such day is a legal holiday, the meeting shall be on the next business day. This meeting shall be for the election of Directors and for the transaction of such other business as may properly come before it.

Section 2. Special Meetings. Special meetings of shareholders, other than those regulated by statute, may be called at any time by the President, or a majority of the Directors, and must be called by the President upon written request of the holders of 51% of the outstanding shares entitled to vote at such special meeting. Written notice of such meeting stating the place, the date and hour of the meeting, the purpose or purposes for which it is called, and the name of the person by whom or at whose direction the meeting is called shall be given. The notice shall be given to each shareholder of record in the same manner as notice of the annual meeting. No business other than that specified in the notice of the meeting shall be transacted at any such special meeting.

Section 3. Notice of Shareholders Meetings. The Secretary shall give written notice stating the place, day, and hour of both annual and special meetings, and in the case of a special meeting, the purpose or purposes for which the meeting is called, which shall be delivered not less than ten (10) nor more than thirty (30) days before the date of the meeting, either personally or by mail to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the shareholder at the shareholder's address as it appears on the books of the Corporation, with postage prepaid. A certificate or an affidavit of the mailing or other means of giving any notice of any shareholders' meeting shall be executed by the person giving such notice, and shall be filed and maintained in the minute book of the Corporation.

Section 4. Place of Meeting. The Board of Directors may designate any place, either within or without the State of Utah, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. A waiver of notice signed by all shareholders entitled to vote at a meeting may designate any place, either within or without the State of Utah, as the place for the holding of such meeting. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal office of the Corporation.

Section 5. Quorum. A majority of the outstanding shares of the Corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. If less than a majority of the outstanding shares are represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice. At a meeting resumed after any such adjournment at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of shareholders in such number that less than a quorum remain.

Section 6. Voting. A holder of an outstanding share, entitled to vote at a meeting, may vote at such meeting in person or by proxy. Except as may otherwise be provided in the Articles of Incorporation, every shareholder shall be entitled to one (1) vote for each share standing in the shareholder's name on the record of shareholders. Except as herein or in the Articles of Incorporation otherwise provided, all corporate action shall be determined by 51% of the votes cast at a meeting of shareholders by the holder of shares entitled to vote thereon.

Section 7. Voting. Only persons in whose names shares entitled to vote stand on the stock records of the Corporation at the close of business on the business day next preceding the day on which notice is given (or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held) shall be entitled to vote at such meeting. All votes may be by voice vote or by ballot; provided, however, that all elections for directors must be by ballot upon demand by a shareholder at any election and before the voting begins.

At a shareholders' meeting involving the election of Directors, no shareholder shall be entitled to cumulate votes (i.e., cast for any one or more candidates a number of votes greater

than the number of the shareholder's shares) unless such candidate or candidates' names have been placed in nomination prior to the voting and a shareholder has given notice prior to the voting of the shareholder's intention to cumulate votes. If any shareholder has given such notice, then every shareholder entitled to vote may cumulate such shareholder's votes for candidates in nomination and give one candidate a number of votes equal to the number of Directors to be elected multiplied by the number of votes to which such shareholder's shares are entitled, or distribute the shareholder's votes on the same principle among any or all of the candidates, as the shareholder thinks fit. The candidates receiving the highest number of votes up to the number of Directors to be elected shall be elected.

<u>Section 8</u>. <u>Proxies</u>. At all meetings of shareholders, a shareholder may vote in person or by proxy executed in writing by the shareholder or by the shareholder's duly authorized attorney in fact. Such proxy shall be filed with the Secretary of the Corporation before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

Section 9. Action by Written Consent. Any action required to be taken at a meeting of the shareholders, or any action which may be taken at a meeting of the shareholders, may be taken without a meeting if a written consent (or counterparts thereof) setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

## ARTICLE III BOARD OF DIRECTORS

<u>Section 1</u>. <u>General Powers</u>. The business and affairs of the Corporation shall be managed by its Board of Directors. The Board of Directors may adopt such rules and regulations for the conduct of their meetings and the management of the Corporation as they deem proper.

Section 2. Number, Tenure and Qualifications. The number of Directors of the Corporation shall be not less than three (3) nor more than nine (9) unless the number of shareholders is fewer than three (3), in which case the number of directors shall be no less than the number of shareholders. The initial number of Directors shall be one (1). Each Director shall hold office until the first to occur of (i) the next annual meeting of shareholders is held and successor Directors duly elected or (ii) until earlier resignation or removal as provided herein. Directors need not be residents of the State of Utah or shareholders of the Corporation.

<u>Section 3</u>. <u>Regular Meetings</u>. A regular meeting of the Board of Directors shall be held without other notice than by this Bylaw, immediately following after and at the same place as the annual meeting of shareholders. The Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than this resolution.

Section 4. Special Meeting. Special meetings of the Board of Directors may be called by order of the Chairman of the Board, the President, or by a majority of the Directors. The Secretary, of the Corporation or other designated agent shall give notice of the time, place and purpose or purposes of each special meeting by personal delivery or by telephone to each Director or sent by first class mail, charges prepaid, addressed to each Director at the Director's address as it is shown upon the records of the Corporation. In case such notice is mailed, it shall be deposited in the United States mail at least five (5) days prior to the time of the holding of the meeting. In case such notice is delivered personally or by telephone to a Director, it shall be delivered, personally or by telephone, at least forty-eight (48) hours prior to the holding of the meeting. Any oral notice given personally or by telephone may be communicated to either the Director or to a person at the office of the Director who the person giving the notice has reason to believe will promptly communicate it to the Director.

Section 5. Quorum. A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business, but less than a quorum may adjourn any meeting from time to time until a quorum shall be present, whereupon the meeting may be held, as adjourned, without further notice. At any meeting at which every Director shall be present, even though without any notice, any business may be transacted.

<u>Section 6</u>. <u>Manner of Acting</u>. At all meetings of the Board of Directors, each Director shall have one vote. The act of a majority present at a meeting shall be the act of the Board of Directors, provided a quorum is present.

Section 7. <u>Vacancies</u>. A vacancy in the Board of Directors shall be deemed to exist in case of death, resignation, or removal of any Director, or if the authorized number of Directors be increased, or if the shareholders fail at any meeting of share-holders at which any Director is to be elected, to elect the full authorized number to be elected at that meeting.

Section 8. Removals. Directors may be removed at any time by a vote of the shareholders holding 51% of the shares outstanding and entitled to vote. Such vacancy shall be filled by the Directors then in office, though less than a quorum, to hold office until the next annual meeting or until a successor is duly elected and qualified, except that any directorship to be filled by reason of removal by the shareholders may be filled by election by the shareholders at the meeting at which the Director is removed. No reduction of the authorized number of Directors shall have the effect of removing any Director prior to the expiration of the Director's term of office.

Section 9. Resignation. A Director may resign at any time by delivering written notification to the President or Secretary of the Corporation. Resignation shall become effective upon its acceptance by the Board of Directors' provided, however, that if the Board of Directors has not acted within ten (10) days from the date of its delivery, the resignation shall upon the tenth day, be deemed accepted.

Section 10. Presumption of Assent. A Director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless the Director expressly enters a dissent to such action at the time the Board votes thereon or unless the Director shall give written or verbal dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof. However, such subsequent right of dissent shall not apply to a Director who voted in favor of such action.

Section 11. Compensation. By resolution of the Board of Directors, the Directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors, and Directors who are not also employees of the Corporation may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as Director. No such payment shall preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 12. Emergency Power. When, due to a national disaster or death, a majority of the Directors are incapacitated or otherwise unable to attend the meetings and function as Directors, the remaining members of the Board of Directors shall have all the powers necessary to function as a complete Board, and for the purpose of doing business and filling vacancies shall constitute a quorum, until such time as all Directors can attend or vacancies can be filled pursuant to these Bylaws.

Section 13. Chairman. The Board of Directors may elect from its own number a Chairman of the Board, who shall preside at all meetings of the Board of Directors, and shall perform such other duties as may be prescribed from time to time by the Board of Directors.

#### ARTICLE IV OFFICERS

Section 1. Number. The officers of the Corporation shall be a President, one or more Vice-Presidents, a Secretary and a Treasurer, each of whom shall be elected by a majority vote of the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. In its discretion, the Board of Directors may leave unfilled for any such period as it may determine any office except those of President and Secretary. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary which may be held by the same person if the corporation has fewer than two (2) shareholders. Officers need not be directors or shareholders of the Corporation.

<u>Section 2</u>. <u>Election and Term of Office</u>. The officers of the Corporation to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as

convenient. Each officer shall hold office until a successor shall have been duly elected and shall have qualified or until the death, resignation or removal in the manner provided.

<u>Section 3</u>. <u>Resignations</u>. Any officer may resign at any time by delivering a written resignation either to the President or to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon delivery.

Section 4. Removal. Any officer or agent may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights. Any such removal shall require a majority vote of the Board of Directors, exclusive of the officer in question if the individual is also a Director.

<u>Section 5</u>. <u>Vacancies</u>. A vacancy in any office may be filled by the Board of Directors for the unexpired portion of the term.

Section 6. President. The President shall be the chief executive and administrative office of the Corporation. In the absence of the Chairman of the Board, the President shall preside at all meetings of the stockholders and at meetings of the Board of Directors. The President shall exercise such duties as customarily pertain to the office of President and shall have general and active supervision over the property, business, and affairs of the Corporation and over its several officers. The President may appoint officers, agents or employees other than those appointed by the Board of Directors. The President may sign, execute and deliver in the name of the Corporation powers of attorney, contracts, bonds and other obligations, and shall perform such other duties as may be prescribed from time to time by the Board of Directors or by the Bylaws.

Section 7. <u>Vice-President</u>. The Board of Directors may appoint one or more Vice-Presidents which shall have such powers and perform such duties as may be assigned to them by the Board of Directors or the President. A Vice-President may sign and execute contracts and other obligations pertaining to the regular course of the Vice-President's duties.

Section 8. Secretary. The Secretary shall keep the minutes of all meetings of the stockholders and of the Board of Directors. The Secretary shall cause notice to be given of meetings of stockholders and of the Board of Directors. The Secretary shall have custody of the corporate seal and general charge of the records, documents and papers of the Corporation not pertaining to the performance of the duties vested in other officers, which shall at all reasonable times be open to the examination of any Director. The Secretary may sign or execute contracts with the President or a Vice-President authorized in the name of the Corporation and affix the seal of the Corporation. The Secretary shall perform such other duties as may be prescribed from time to time by the Board of Directors or by the Bylaws. Assistant Secretaries, if any, shall assist the Secretary and shall keep the record of such minutes of meetings as shall be directed by the Board of Directors.

Section 9. Treasurer. The Treasurer shall have general custody of the collection and disbursement of funds of the Corporation. The Treasurer shall endorse on behalf of the Corporation for collection checks, notes and other obligations, and shall deposit the same to the credit of the Corporation in such bank or banks or depositories as the Board of Directors may designate. The Treasurer may sign, with the President or such other persons as may be designated for the purpose by the Board of Directors, all bills of exchange or promissory notes of the Corporation. The Treasurer shall enter or cause to be entered regularly in the books of the Corporation full and accurate account of all monies received and paid on account of the Corporation; shall at all reasonable times exhibit the books and accounts to any Director of the Corporation upon application at the office of the Corporation during business hours; and, whenever required by the Board of Directors or the President, shall render a statement of accounts. The Treasurer shall perform such other duties as may be prescribed from time to time by the Board of Directors or by the Bylaws.

<u>Section 10</u>. <u>Other Officers</u>. Other officers shall perform such duties and have such powers as may be assigned to them by the Board of Directors.

Section 11. Salaries. The salaries or other compensation of the officers of the Corporation shall be fixed from time to time by the Board of Directors, except that the Board of Directors may delegate to any person or group of persons the power to fix the salaries or other compensation of any subordinate officers or agents. No officer shall be prevented from receiving any such salary or compensation by reason of the fact that the officer is also a Director of the Corporation.

Section 12. Surety Bonds. In case the Board of Directors shall so require, any officer or agent of the Corporation shall execute to the Corporation a bond in such sums and with such surety or sureties as the Board of Directors may direct, conditioned upon the faithful performance of duties to the Corporation, including responsibility for negligence and for the accounting for the property, monies, or securities of the Corporation.

# ARTICLE V CONTRACTS, LOANS, CHECKS AND DEPOSITS

<u>Section 1</u>. <u>Contracts</u>. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 2. Loans. No loan or advances shall be contracted on behalf of the Corporation, no negotiable paper or other evidence of its obligation under any loan or advance shall be issued in its name, and no property of the Corporation shall be mortgaged, pledged, hypothecated or transferred as security for the payment of any loan, advance, indebtedness of liability of the Corporation unless and except as authorized by the Board of Directors. Any such authorization may be general or confined to specific instances.

<u>Section 3</u>. <u>Deposits</u>. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select, or as may be selected by any officer or agent authorized to do so by the Board of Directors.

Section 4. Checks and Drafts. All notes, drafts, acceptances, checks, endorsements and evidences of indebtedness of the Corporation shall be signed by such officer or officers or such agent or agents of the Corporation and in such manner as the Board of Directors from time to time may determine. Endorsements for deposit to the credit of the Corporation in any of its duly authorized depositories shall be made in such manner as the Board of Directors from time to time may determine.

<u>Section 5</u>. <u>Bonds and Debentures</u>. Every bond or debenture issued by the Corporation shall be evidenced by an appropriate instrument which shall be signed by the President or a Vice-President and by the Treasurer or by the Secretary, and sealed with the seal of the Corporation. The seal may be facsimile, engraved or printed.

#### ARTICLE VI CAPITAL STOCK

Section 1. Certificate of Share. The shares of the Corporation shall be represented by certificates prepared by the Board of Directors and signed by the President or the Vice-President and by the Secretary, and sealed with the seal of the Corporation or a facsimile. All certificates for shares shall be consecutively numbered or otherwise identified. The name and address of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the stock transfer books of the Corporation. All certificates surrendered to the Corporation for transfer shall be canceled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and canceled, except that in case of a lost, destroyed or mutilated certificate, a new one may be issued therefor upon such terms and indemnity to the Corporation as the Board of Directors may prescribe.

Section 2. Transfer of Shares. Transfer of shares of the Corporation shall be made only on the stock transfer books of the Corporation by the holder of record or by the holder's legal representative, who shall furnish proper evidence of authority to transfer, and on surrender for cancellation of the certificate for such shares. The person in whose name shares stand on the books of the Corporation shall be deemed by the Corporation to be the owner for all purposes.

<u>Section 3</u>. <u>Transfer Agent and Registrar</u>. The Board of Directors shall have power to appoint one or more transfer agents and registrars for the transfer and registration of certificates of stock of any class, and may require that stock certificates shall be countersigned and registered by one or more of such transfer agents and registrars.

<u>Section 4.</u> <u>Lost or Destroyed Certificates</u>. The Corporation may issue a new certificate to replace any certificate issued by it alleged to have been lost or destroyed upon such terms and indemnity as the Board of Directors may prescribe.

Section 5. Consideration for Shares. The capital stock of the Corporation shall be issued for such consideration, but not less than the par value thereof, as shall be fixed from time to time by the Board of Directors. In the absence of fraud, the determination of the Board of Directors as to the value of any property or services received in full or partial payment of shares shall be conclusive.

Section 6. Registered Shareholders. The Corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder, in fact, and shall not be bound to recognize any equitable or other claim to or on behalf of this Corporation any and all of the rights and powers incident to the ownership of such stock at any meeting of the shareholders, and shall have power and authority to execute and deliver proxies and consents on behalf of this Corporation of the rights and powers incident to the ownership of such stock. The Board of Directors, from time to time, may confer like powers upon any other person or persons.

# ARTICLE VII INDEMNIFICATION

Section 1. Indemnification. No officer or Director shall be personally liable for any obligations of the Corporation or for any duties or obligations arising out of any acts or conduct of said officer or Director performed for or on behalf of the Corporation. The Corporation shall and does hereby indemnify and hold harmless each person, heirs and administrators who shall serve at any time as a Director and/or officer of the Corporation from and against any and all claims, judgments and liabilities to which such persons shall become subject by reason of having been a Director or officer of the Corporation, or by reason of any action taken or omitted to have been taken as such Director or officer, and shall reimburse each such person for all legal and other expenses reasonably incurred in connection with any such claim or liability, including power to defend such person from all suits or claims as provided for under the provisions of the Utah Revised Business Corporation Act; provided, however, that no such person shall be indemnified against, or be reimbursed for, any expense incurred in connection with any claim or liability arising out of such person's own negligence or willful misconduct. The rights accruing to any person under the foregoing provisions of this section shall not exclude any other right to which such person may lawfully be entitled, nor shall these Bylaws restrict the right of the Corporation to indemnify or reimburse such person in any proper case, even though not specifically provided for. The Corporation, its directors, officers, employees and agents shall be fully protected in taking any action or making any payment, or in refusing so to do in reliance upon the advice of counsel.

Section 2. Other Indemnification. The indemnification provided shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any

bylaw, agreement, vote of stockholders or directors (whether disinterested or not), or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be director, officer or employee, and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 3. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee or agent of another Corporation, partnership, joint venture, trustor other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against liability.

Section 4. Settlement by Corporation. The right of any person to be indemnified shall be subject always to the right of the Corporation by its Board of Directors, in lieu of such indemnity, to settle any such claim, action, suit or proceeding at the sole expense of the Corporation by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

#### ARTICLE VIII WAIVER OF NOTICE

Whenever any notice is required to be given to any shareholder or Director of the Corporation under the provisions of these Bylaws, or under the provisions of the Articles of Incorporation, or under the provisions of the Utah Revised Business Corporation Act, a waiver in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance at any meeting shall constitute a waiver of notice of such meetings, except where attendance is for the express purpose of objecting to the legality of that meeting.

# ARTICLE IX AMENDMENTS

These Bylaws may be altered, amended, repealed, or new bylaws adopted by a majority vote of the entire Board of Directors at any regular or special meeting. Any bylaw adopted by the Board may be repealed or changed by action of the shareholders.

#### ARTICLE X FISCAL YEAR

The fiscal year of the Corporation shall be fixed and may be varied by resolution of the Board of Directors.

# ARTICLE XI DIVIDENDS

The Board of Directors may at any regular or special meeting, as they deem advisable, declare dividends payable out of the surplus of the Corporation.

# ARTICLE XII CORPORATE SEAL

The seal of the Corporation shall be in the form of a circle and shall bear the name of the Corporation and the year of incorporation per sample affixed.

These Bylaws of Cook Homes, Inc., were adopted unanimously on the  $\underline{4}$  day of April, 2006.

Matthew Cook, President

Matthew Cook, Secretary

# SECTION 00 41 43 BID FORM FOR CONSTRUCTION CONTACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

#### ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

In person:
Hyrum City
60 West Main
Hyrum, Utah 84319

By mail: Hyrum City Attn: Todd Perkins 60 West Main Hyrum, Utah 84319

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

#### ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
  - Required Bid security;
  - B. Contractor's License No.: 8668050-5501 or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

#### ARTICLE 3—BASIS OF BID—UNIT PRICES

- 3.01 Unit Price Bids
  - A. Bidder will perform the following Work at the indicated unit prices:

Item #	Description	Unit	Estimated Quantity	Bid Unit Price
1	Mobilization	Lump Sum	1	\$ 500
2	Remove and Dispose of Mailbox	Lump Sum	1	\$ 50
3	Remove and Dispose of Basketball Hoop and Base	Lump Sum	1	# 75

4	Remove and Dispose of Tires	Lump Sum	1	\$ 150
5	Remove and Dispose of Landscape Boulder	Lump Sum	1	# 775
6	Remove and Dispose of Chainlink Fence	Lump Sum	1	# 225
7	Remove and Dispose of Doghouse	Lump Sum	1	1 15
8	Remove and Dispose of Railroad Ties	Lump Sum	1	# 25
9	Remove and Dispose of Tree Stump/Rootball	Lump Sum	1	#3,253
10	Remove and Dispose of Bushes/Landscaping	Lump Sum	1	# 2,374
11	Remove and Dispose of Concrete Tiered Walls	Lump Sum	1	\$ 8,604
12	Remove and Dispose of Asphalt Driveway	Lump Sum	1	\$2,733
13	Remove and Dispose of Concrete Driveway	Lump Sum	1	\$7.165
14	Remove and Dispose of Concrete Floor	Lump Sum	1	\$10,238
15	Remove and Dispose of Foundation Wall and Footer	Lump Sum	1	\$12,562
16	Remove and Dispose of Concrete Garage Foundation Wall and Footer	Lump Sum	1	\$ 6.791
17	Remove and Dispose of Brick and Home Debris	Lump Sum	1	\$4,969
18	Fill and Regrade House Area to Match Existing Grade (PLAN QUANTITY)	Lump Sum	1	\$17,995
	Total of All Line-Item Costs			\$ 78,498

#### B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

#### ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

### ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.01 Bid Acceptance Period
  - A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 Instructions to Bidders
  - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 Receipt of Addenda
  - A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Date
NIA

#### ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

- 6.01 Bidder's Representations
  - A. In submitting this Bid, Bidder represents the following:
    - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
    - Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
    - Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
    - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
    - 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in

- the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
- 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
- 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- 8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- 10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 6.02 Bidder's Certifications

#### A. The Bidder certifies the following:

- This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
- Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
- 3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
- 4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### BIDDER hereby submits this Bid as set forth above:

Bidder:	JMCS (Jardine Malaska Construction Services, 46)
	(typed or printed name of organization)
By:	- Comme
	(individual's signature)
Name:	Josse Elsmore
	(typed or printed)
Title:	Director of Operations (typed or printed)
Date:	
	12 20 2024 (typed or printed)
If Bidder i	s a corporation, a partnership, or a joint venture, attach evidence of authority to sign.
Attest:	
	(individual's signature)
Name:	
T:41_	(typed or printed)
Title:	(typed or printed)
Date:	Values to Valuestativ
	(typed or printed)
Address	for giving notices:
Bidder's	Contact
Name:	Jesse Elsmore (typed or printed)
Title:	(typed or printed)  Director of Operations  (typed or printed)
	(typed or printed)
Phone:	801-916-9707
Email:	jesse@jardineutah.com
Address:	
	445 N 1100 W
	Centerville, UT 84014
Ridder's	Contractor License No.: (if applicable) 8668050 - 5501
	DOOD DOO

### SECTION 00 43 13 BID BOND (PENAL SUM FORM)

Bidder	Surety
Name: TWCS	Name: United States Five Insurance
Address (principal place of business):	Name: United States Five Insurance Address (principal place of business): Company
445 N 1100 W	305 madison Ave.
Centerville, NT 84014	Mornstown, NJ 07962
Owner	Bid
Name: Hyrum City	Project (name and location):
Address (principal place of business):	Hyrum City 96 N 600 E House Removal and
60 West Main,	Regrading,
Hyrum, UT 84319	Hyrum City, Utah
	Bid Due Date:
Bond	
Penal Sum: (see attached)	
Date of Bond: {2 2025	
Surety and Bidder, intending to be legally bound he	ereby, subject to the terms set forth in this Bid Bond,
do each cause this Bid Bond to be duly executed by	an authorized officer, agent, or representative.
Bidder	Surety
	MACHED ATA Document *
(Full formal name of Bidder)	(Full formal name of Surety) (corporate seal)
Ву:	Ву:
(Signature)	(Signature) (Attach Power of Attorney)
Name:	Name:
(Printed or typed)	(Printed or typed)
Title:	Title:
Attest:	Attest:
(Signature)	Attest:(Signature)
Name:	Name:
(Printed or typed)	(Printed or typed)
Title:	Title:
Notes: (1) Note: Addresses are to be used for giving any requir	ed notice. (2) Provide execution by any additional parties, such as
joint venturers, if necessary.	

- Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
- Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
- 3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
- 4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice
  of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award
  including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's
  written consent.
- No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
- 7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
- 8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
- Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the
  authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute,
  seal, and deliver such Bond and bind the Surety thereby.
- 10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
- 11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

## AIA<sup>®</sup> Document A310™ – 2010

#### Bid Bond

#### CONTRACTOR:

(Name, legal status and address)

Jardine Builders, LLC 2726 East 4215 South Salt Lake City, UT 84124

#### OWNER:

(Name, legal status and address) Hyrum City 60 West Main Hyrum, UT 84319

BOND AMOUNT: Five Percent of Accompanying Bid Dollars (5% of Bid Dollars)

#### PROJECT:

(Name, location or address, and Project number, if any)

Hyrum City 96 N 600 E House Removal and Regrading

#### SURETY:

(Name, legal status and principal place of business)

United States Fire Insurance Company 305 Madison Avenue Morristown, NJ 07962

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this day of December, 2024 Jardine Builders, LLC (Principal) (Witness) (Title) Megan Flint United States Fire Insurance Company (Surety) (Seal) (Witness)

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#### POWER OF ATTORNEY UNITED STATES FIRE INSURANCE COMPANY PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

12522

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Brady Thorn, Vicki Sorensen, Adam Snow, Danielle Marchant, Katlyn Bigelow, Lori Clark, W. Douglas Snow, James Dickson, Ginger Farnsworth, Kim Russell, Brad Anderson, Budd Scow, Teresa Moore, Susan Childs, Corey Ford, Ashley Gallaher, Megan Flint

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: Unlimited

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 20th day of May, 2024.

UNITED STATES FIRE INSURANCE COMPANY



State of New Jersey} County of Morris } Matthew E. Lubin, President

On this 20th day of May, 2024, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO NOTARY PUBLIC OF NEW JERSEY Commission # 50125833 My Commission Expires 4/7/2025

Melissa A D'alissio Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 20th day of December 20 24

UNITED STATES FIRE INSURANCE COMPANY



### SECTION 00 41 43 BID FORM FOR CONSTRUCTION CONTACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

#### ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

In person: Hyrum City 60 West Main Hyrum, Utah 84319

By mail: Hyrum City Attn: Todd Perkins 60 West Main Hyrum, Utah 84319

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

#### ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security;
  - B. Contractor's License No.: 13210 0447 550 br Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

#### ARTICLE 3—BASIS OF BID—UNIT PRICES

- 3.01 Unit Price Bids
  - A. Bidder will perform the following Work at the indicated unit prices:

Item #	Description	Unit	Estimated Quantity	Bid Unit Price
1	Mobilization	Lump Sum	1	\$46,697.21
2	Remove and Dispose of Mailbox	Lump Sum	1	\$160.43
3	Remove and Dispose of Basketball Hoop and Base	Lump Sum	1	\$269.33

4	Remove and Dispose of Tires	Lump Sum	1	\$269.33
5	Remove and Dispose of Landscape Boulder	Lump Sum	1	\$67.33
6	Remove and Dispose of Chainlink Fence	Lump Sum	1	\$538.67
7	Remove and Dispose of Doghouse	Lump Sum	1	\$67.33
8	Remove and Dispose of Railroad Ties	Lump Sum	1	\$269.33
9	Remove and Dispose of Tree Stump/Rootball	Lump Sum	1	\$67.33
10	Remove and Dispose of Bushes/Landscaping	Lump Sum	1	\$269.33
11	Remove and Dispose of Concrete Tiered Walls	Lump Sum	1	\$1,346.66
12	Remove and Dispose of Asphalt Driveway	Lump Sum	1	\$269.33
13	Remove and Dispose of Concrete Driveway	Lump Sum	1	\$538.67
14	Remove and Dispose of Concrete Floor	Lump Sum	1	\$1,346.66
15	Remove and Dispose of Foundation Wall and Footer	Lump Sum	1	\$1,346.66
16	Remove and Dispose of Concrete Garage Foundation Wall and Footer	Lump Sum	1	\$269.33
17	Remove and Dispose of Brick and Home Debris	Lump Sum	1	\$1.346,66
18	Fill and Regrade House Area to Match Existing Grade (PLAN QUANTITY)	Lump Sum	1	\$1,346.66
	Total of All Line-Item Costs			\$ \$56,486.25

#### B. Bidder acknowledges that:

 each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and



### **Forefront General Contracting**

Hyrum House Demo Pricing Estimate Contact: 801-940-4310 DJ@ForefrontGC.com

Line						
Item	Description of Work	Qty	Unit	F	Price/Unit	Price
1	Mobilization	1	LS	\$	46,697.21	\$ 46,697.21
2	Remove and Dispose of Mail box	1	LS	\$	160.43	\$ 160.43
3	Remove and Dispose of Basketball hoop and base	1	LS	\$	269.33	\$ 269.33
4	remove and Dispose of Tires	1	LS	\$	269.33	\$ 269.33
5	remove and dispose of landscape boulder	1	LS	\$	67.33	\$ 67.33
6	Remove and Dipose of Chainlink Fence	1	LS	\$	538.67	\$ 538.67
7	Remove and Dipose of Dog house	1	LS	\$	67.33	\$ 67.33
8	remove and dispose railroad ties	1	LS	\$	269.33	\$ 269.33
9	Remove and dispose Tree Stump/rootball	1	LS	\$	67.33	\$ 67.33
10	remove and Dispose of Bushes/Landscaping	1	LS	\$	269.33	\$ 269.33
11	Remove and Dipose of Concrete Tiered Walls	1	LS	\$	1,346.66	\$ 1,346.66
12	Remove and dispose of Asphalt Driveway	1	LS	\$	269.33	\$ 269.33
13	remove and Dispose Concrete Driveway	1	LS	\$	538.67	\$ 538.67
14	Remove and Dispose Concrete Floor	1	LS	\$	1,346.66	\$ 1,346.66
15	Remove and Dsipose Foundation wall and Footing	1	LS	\$	1,346.66	\$ 1,346.66
16	Remove and Dispose Concrete Garage Foundation wall and footer	1	LS	\$	269.33	\$ 269.33
17	Remove and Dispose of Birck and Home Debris	1	LS		1346.66	1346.66
18	Fill and Regrade house area to match existing (Plan Qty)	1	LS	\$	1,346.66	\$ 1,346.66

Total

\$ 56,486.25

## **AIA** Document A310™ – 2010

#### Bid Bond

#### CONTRACTOR:

(Name, legal status and address)
Forefront General Contracting, LLC
2691 N. 1250 E.
North Logan, UT 84341

#### OWNER:

(Name, legal status and address)

Hyrum City 60 West Main Hyrum. UT 84319 BOND AMOUNT:

\*\*Five Percent of Bid\*\* (\*\*5% of Bid\*\*)

#### PROJECT:

(Name, location or address, and Project number, if any) Hyrum City House Demo 600 East Park Dr., Hyrum, Utah

#### SURETY:

(Name, legal status and principal place of business) United States Fire Insurance Company 305 Madison Avenue Morristown, NJ 07960

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 20th day of	December, 2024
	Forefront General Contracting, LLC
La La Loude	(Principal) (Seal)
(Witness)	Owner
	(Title)
C. Dale	United States Fire Insurance Company
Sayane tething	(Surety) (Seal)
(Witness)	Janey Col
	(Title) Cameron Colligan, Attorney-in-Fact
CALITICAL You should sign an opining! AIA Contract Do	cument on which this toxt appears in REO An eriginal assures that

CAUTION: You should sign an original AIA Contract Document, on which this text appears in REO. An original assures that changes will not be obscured.

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#### POWER OF ATTORNEY UNITED STATES FIRE INSURANCE COMPANY PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

12490

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Robyn B. Jensen, Brett Palmer, David T. Smedley, Michael R. Vowles, Danise Worwood, Valarie Trujillo, Cameron Colligan

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: Unlimited

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President

State of New Jersey! County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

> MELISSA H. D'ALESSIO NOTARY PUBLIC OF NEW JERSEY Commission # 50125833 My Commission Expires 4/7/2025

Melissa A D'dassio

Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereinto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 20thy December 20 24



UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President



# State of Utah Department of Commerce

Division of Professional Licensing

MARGARET W. BUSSE Executive Director MARK B. STEINAGEL Division Director

#### VERIFICATION OF UTAH LICENSURE

DOPL-FM-001 REV 06/08/2009 Created On: 01/16/2024

Name of Licensee (as it appears in our records): Forefront General Contracting, LLC

North Logan UT 84341 United

States

Name(s) of Qualifier: Derrick J Jones - B100 - General Building Qualifier

Derrick J Jones - E100 - General Engineering Qualifier

EXAM BATTERY	EXAM TYPE	STATE	RESULTS	SCORE	DATES
1000	Utah Contractors Business and Law Exam 529677171	UT	Pass	90	01/06/2023

Classification of License Issued: Contractor With LRF

B100 - General Building Qualifier

E100 - General Engineering Qualifier

License Number: 13260447-5501

**Obtained By:** Application

Current Status: Active

Original Date of Licensure: 02/24/2023

Expiration Date: 11/30/2025

The information provided on this form is accurate and correct as of the verification creation date listed on the top of this form. Original issue dates listed, as 01/01/1910 and 01/01/1911 were unknown when the division implemented its first licensing database. This verification form does not show a complete history or interruptions in licensure. If you have any questions please contact the division.

www.dopl.utah.gov \* Heber M. Wells Building \* 160 East 300 South \* PO Box 146741 \* Salt Lake City \* UT 84114-6741 phone: (801)530-6628 \* toll-free in Utah: (866)275-3675 \* fax: (801)530-6511 \* investigations fax: (801)530-6301

#### VERIFICATION OF UTAH LICENSURE

Name of Licensee: Forefront General Contracting, LLC Classification of License Issued: Contractor With LRF Control Number: 13260447-5501-20240116

**Agency and Disciplinary Action:** NO DISCIPLINARY ACTIONS WITHIN THE TIME FRAME ESTABLISHED IN UTAH CODE 63G-4-106 AND 107\*\*

**Docket and Citation Number(s):** 

E-Prescriber:



The information provided on this form is accurate and correct as of the verification creation date listed on the top of this form. Original issue dates listed, as 01/01/1910 and 01/01/1911 were unknown when the division implemented its first licensing database. This verification form does not show a complete history or interruptions in licensure. If you have any questions please contact the division.

## SECTION 00 45 13 QUALIFICATION STATEMENT

#### ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Corpora	ate Office	2109	/ N)	125	Gene 0 5. 1	Jorth	1 60	16	ITG
Name:	DII		10	100		e number:	Og	201-	OILO
Title:	But	ones rer				address:		76-	770
***	s address o		te office:	2.			laga	) IUV	retron
		1.81		100		250E.	- A	11 711	1
				100	th la	an, U	18	434	
Local O	ffice //	71				7-20-0			
Name:	lice //				Phone	e number:	1		
						address:	-		
Title:	s address o	of local off	ico:	T	Ellian	address:			
Dusines	s address t	or local off	ice.						
1901									
rovide i	nformatior	on the Bu	usiness's	organiz	ational stru	cture:			
		_							
Form of	Business:	□ Sole	Propriet	orship [	□ Partnersh	ip 🗆 Corpo			
Form of	Business:	□ Sole	Propriet	orship [		ip 🗆 Corpo		ompani	ies:
Form of	Business:	□ Sole	Propriet	orship [	□ Partnersh	ip 🗆 Corpo		ompani	ies:
Form of	Business:	□ Sole	Propriet	orship [	□ Partnersh	ip 🗆 Corpo		ompani	ies:
Form of Limit	Business:	□ Sole	Propriet	orship [	□ Partnersh	ip 🗆 Corpo		ompani	ies:
Form of Limit 1. 2. 3.	Business:	□ Sole Company	Propriet '□ Joint	orship [	□ Partnersh	ip □ Corpo	owing c	ompani	ies:
Form of Limit 1. 2. 3. Provide	Business:	□ Sole Company	Propriet	orship [	□ Partnersh	ip □ Corpo of the follo t Venturer	owing c		
Limit 1. 2. 3. Provide Date Bu	Business: ed Liability a separate	□ Sole Company  Qualificate formed:	Propriet	orship [Venture	□ Partnersh e comprised for each Join	ip □ Corpo of the follo t Venturer nich Busine	owing c	formed	: \u
Limit 1. 2. 3. Provide Date Bu Is this B	Business: ed Liability a separate isiness was	Sole Company e Qualificat formed:	Propriet  Joint  tion State  1/27	orship (Venture) ement f	□ Partnersh e comprised for each Join State in wh Project loca	of the follows:  It Venturer hich Busine tion?	owing co	formed No □ P	: Tending
Limit 1. 2. 3. Provide Date Bu Is this B	a separate usiness au	Sole Company e Qualificat formed:	Propriet  Joint  tion State  1/27/ o operate  wn Busine	orship [ Venture  ement f  23  e in the	□ Partnersh comprised for each Join State in wh Project loca	of the follows:  It Venturer hich Busine tion?	owing co	formed No □ P	: Tending
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Limit 1. 2. 3. Provide Date Bu Is this B	a separate usiness au	Sole Company Qualificate formed: thorized to ses that over	Propriet  Joint  tion State  1/27/ o operate  wn Busine	orship [ Venture  ement f  23  e in the	□ Partnersh e comprised for each Join State in wh Project loca whole or in p	of the follows:  It Venturer hich Busine tion?	owing co	formed No □ P	: Tending
Limit 1. 2. 3. Provide Date Bu Is this B dentify a r partly Name o	a separate usiness au (25% or gr	Sole Company Qualificate formed: thorized to ses that over	Propriet  Joint  tion State  1/27/ o operate  wn Busine	orship [ Venture  ement f  23  e in the	□ Partnersh e comprised for each Join State in wh Project loca whole or in p	ip □ Corpo of the follo it Venturer nich Busine tion? ☑ art (25% o	owing co	formed No □ P	: Tending
Limit 1. 2. 3. Provide Date But Is this But dentify a or partly Name o	a separate usiness au (25% or gr	Sole Company Qualificate formed: thorized to ses that over	Propriet  Joint  tion State  1/27/ o operate  wn Busine	orship [ Venture  ement f  23  e in the	□ Partnersh comprised for each Join State in wh Project loca whole or in p	ip □ Corpo of the follo it Venturer nich Busine tion? ☑ art (25% o	owing co	formed No □ P	: Tending

	Name of business:		Affiliation:	
	Address:			
1.04	Provide information re	egarding the Business's of	ficers, partners, and limits of aut	hority.
	Name: Docri	ck Jones	Title: ONNEC	
		ontracts: ✓ Yes □ No	Limit of Authority: \$ A1	(
	Name: Sara	hannes	Title: Owner	
	Authorized to sign co	ntracts: Yes □ No	Limit of Authority: \$ 4	
	Name:		Title:	
	Authorized to sign co	ontracts: ☐ Yes ☐ No	Limit of Authority: \$	
	Name:		Title:	
ARTICLI 2.01	E 2— <b>LICENSING</b> Provide information re	egarding licensure for Bus	iness:	
	Name of License:	FIND DIA	<i>n</i>	
	Licensing Agency:	DDD1 11	0	
	License No:	132120447	Expiration Date: 11/30/20	220
	Name of License:	10400411	1 1 1 2 0 1 0	
	Licensing Agency:	100000000000000000000000000000000000000	U XI III A XII BUL AU ABERT MARAGES	
	License No:		Expiration Date:	
ARTICLE	E 3—DIVERSE BUSINES  Provide information re of current certification	egarding Business's Diver	se Business Certification, if any.	Provide evidence
	F			Certification
	Cert	tification	Certifying Agency	Date
	☐ Disadvantaged Bu	siness Enterprise		
2	☐ Minority Business	Enterprise		
	☐ Woman-Owned B	usiness Enterprise		
	☐ Small Business Ent	terprise		
	☐ Disabled Business	Enterprise		
	☐ Veteran-Owned B	usiness Enterprise		
	☐ Service-Disabled V	eteran-Owned Business		
	☐ HUBZone Business			
	Underutilized) Busine	ess	ļ	
	Other			J
	□ None			
Hyrum (	City 96 N 600 E House Rem City	noval and Regrading Page 2 o	and the second s	fications Statement 00 45 13

#### ARTICLE 4—SAFETY

4.01	Provide information	regarding Busi	ness's safety	organization	and safety	performance.
------	---------------------	----------------	---------------	--------------	------------	--------------

Name of Business's Safety Officer: \	rah Jones	
Safety Certifications		
Certification Name	Issuing Agency	Expiration

Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable 4.02 Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	МН	EMR	TRFR	МН	EMR	TRFR	МН

#### ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:		
Business address:	2691 N 1250E North Lagan, UT 043	241
Date of Business's m	nost recent financial statement:	☐ Attached
Date of Business's m	ost recent audited financial statement:	☐ Attached
Financial indicators	from the most recent financial statement	
Contractor's Curren	Ratio (Current Assets ÷ Current Liabilities)	
	tatio ((Cash and Cash Equivalents + Accounts ents) ÷ Current Liabilities)	s Receivable +

#### ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	leasit a	mous	
	(		

	Surety is a corporation organized and existing under the laws of the state of:							
	Is surety authorized to provid	Is surety authorized to provide surety bonds in the Project location? ☐ Yes ☐ No						
	Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?  Yes  No							
	Mailing Address	17.10 E	101100100	100 64= 127				
	(principal place of business):	SLC, UT	1407 8407	stor, Ste. 120				
	Physical Address (principal place of business):	//	// \\					
	Phone (main):		Phone (claims):					
ARTICL	E 7—INSURANCE							
7.01	Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.							
	Name of insurance provider, Insurance Provi			cy (Coverage Provided)				
		ana	Type of Folia	cy (coverage rrovided)				
	Alisha Carison	11100						
	Are providers licensed or aut			location? ☐ Yes ☐ No				
	Does provider have an A.M. E	T		☐ Yes ☐ No				
	Mailing Address (principal place of business):	7420 CV	Per Road	, ste 300				
	(principal place of basiness).	Sandy,	1184093	)				
	Physical Address // ۱\ (principal place of business):							
	Phone (main): 97() -	438-1311	Phone (claims):	Z/ \\\				
ARTICL	E 8—CONSTRUCTION EXPERIEN	ICE						
8.01	Provide information that will identify the overall size and capacity of the Business.							
	Average number of current fu	ıll-time employees	: 14					
	Estimate of revenue for the c	urrent year:	5.2M					
	Estimate of revenue for the p	revious year:	11.2M					
			11					

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with pro	ojects like	the proposed project	: 2t	+		
As a general contractor:	W	As a joint venturer:				
Has Business, or a predeces	sor in int	erest, or an affiliate ide	entified	in Parag	graph 1.03:	
Been disqualified as a bidd ☐ Yes  No	der by an	y local, state, or federa	al agenc	y within	the last 5 years	?
Been barred from contrac □ Yes No	ting by a	ny local, state, or fede	ral agen	cy withi	n the last 5 year	s?
Been released from a bid	in the pa	st 5 years? 🗆 Yes 🗹 No	o			
Defaulted on a project or	failed to	complete any contract	awarde	ed to it?	☐ Yes No	
Refused to construct or re a change order? ☐ Yes ☑		provide materials defi	ned in t	he conti	ract documents	or in
Been a party to any curre	ntly pend	ing litigation or arbitra	ition? □	Yes	Ŋo	
Provide full details in a sepa						s.

- 8.03 List all projects currently under contract in Schedule A and provide indicated information.
- 8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.
- 8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

#### **ARTICLE 9—REQUIRED ATTACHMENTS**

- 9.01 Provide the following information with the Statement of Qualifications:
  - A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
  - B. Diverse Business Certifications if required by Paragraph 3.01.
  - C. Certification of Business's safety performance if required by Paragraph 4.02.
  - D. Financial statements as required by Paragraph 5.01.
  - E. Attachments providing additional information as required by Paragraph 8.02.
  - F. Schedule A (Current Projects) as required by Paragraph 8.03.
  - G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
  - H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
  - I. Additional items as pertinent.

#### BIDDER hereby submits this Bid as set forth above:

Bidder:	
Forefront	General Contracting
	(typed or printed name of organization)
Ву:	J h
	(individual's signature)
Name:	Derrick Jones (typed or printed)
Title:	Owner
ritie.	(typed or printed)
Date:	12-20-24
	(typed or printed)
If Bidder is	a corporation, a partnership, or a joint venture, attach evidence of authority to sign.
A.L.	
Attest:	(individual's signature)
Name:	(marriadar o signature)
rume.	(typed or printed)
Title:	
	(typed or printed)
Date:	
00 1020NE 12	(typed or printed)
Address f	for giving notices: 2691 North 1250 East
	North Logan Utah 84341
	Hotel Edgan otal, 6 to 1
5:11 /	
Bidder's	
Name:	Derrick Jones  (typed or printed)
Title.	Owner (typed or printed)
Title:	(typed or printed)
Phone:	801-940-4310
Email:	dj@forefrontgc.com
	aj@.oronomgo.com
Address:	2601 North 1250 Foot
	2691 North 1250 East
	North Logan Utah 84341
Ridder's	Contractor License No : (if applicable)

#### **Contractor Qualifications**

**Project:** Temple Heights Water, Sewer, & Storm Drain Reconstruction

Customer: Logan City Value: \$1,200,000

Project Manager: Derrick Jones

Superintendent/Safety/QC: Carson Munk

Reference: Sadie Boyer sadie.boyer@loganutah.org

Project: Cottonwood Lane Storm Drain

Customer: Holladay City

Value: \$530,000

Project Manager: Derrick Jones

Superintendent/Safety/QC: Rick Franco

Reference: Jared Bunch jbunch@holladayut.gov

Project: SLCO Culvert Cleanout Project

Customer: Salt Lake County

Value: \$190,000

Project Manager: Derrick Jones

Superintendent/Safety/QC: Carson Munk

Reference: Tamaran Woodland TWoodland@slco.org

Project: Logan City Sewer Spot Repairs

Customer: Logan City

Value: \$70,000

Project Manager: Derrick Jones

Superintendent/Safety/QC: Rick Franco

Reference: Sadie Boyer sadie.boyer@loganutah.org

Project: 3900 S Sewer Lift Station Demolition

Customer: Taylorsville Bennion Improvement District

Value: \$115,000

Project Manager: Derrick Jones

Superintendent/Safety/QC: Derrick Jones Reference: Jacob Bruderer <u>jacob@tbid.gov</u>

Project: Quail Bluff Tank Overflow

Customer: Logan City

Value: \$70,000

Project Manager: Derrick Jones

Superintendent/Safety/QC: Rick Franco

Reference: Judd Hamson juddh@whitcon.com

Project: Settlement Canyon Trail Construction

**Customer:** Tooele County

Value: \$150,000

Project Manager: Derrick Jones

Superintendent/Safety/QC: Carson Munk

Reference: Colin Winchester colin.winchester@tooeleco.org

### SECTION 00 41 43 BID FORM FOR CONSTRUCTION CONTACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

#### ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

In person: Hyrum City 60 West Main Hyrum, Utah 84319

By mail: Hyrum City Attn: Todd Perkins 60 West Main Hyrum, Utah 84319

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

#### ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security;
  - B. Contractor's License No.: 240208-5501 or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

#### ARTICLE 3—BASIS OF BID—UNIT PRICES

- 3.01 Unit Price Bids
  - A. Bidder will perform the following Work at the indicated unit prices:

Item #	Description	Unit	Estimated Quantity	Bid Unit Price
1	Mobilization	Lump Sum	1	10,00000
2	Remove and Dispose of Mailbox	Lump Sum	1	100∞
3	Remove and Dispose of Basketball Hoop and Base	Lump Sum	1	Z00 00

4	Remove and Dispose of Tires	Lump Sum	1	275°°		
5	Remove and Dispose of Landscape Boulder	Lump Sum	1	1,5000		
6	Remove and Dispose of Chainlink Fence	Lump Sum	1	300°º		
7	Remove and Dispose of Doghouse	Lump Sum	1	300⁰		
8	Remove and Dispose of Railroad Ties	Lump Sum	1	300∞		
9	Remove and Dispose of Tree Stump/Rootball	Lump Sum	1	1,700°°		
10	Remove and Dispose of Bushes/Landscaping	Lump Sum	1	7,5000		
11	Remove and Dispose of Concrete Tiered Walls	Lump Sum	1	2.150°°		
12	Remove and Dispose of Asphalt Driveway	Lump Sum	1	2,15000		
13	Remove and Dispose of Concrete Driveway	Lump Sum	1	2,150°° 3450°°		
14	Remove and Dispose of Concrete Floor	Lump Sum	1	3,45000		
15	Remove and Dispose of Foundation Wall and Footer	Lump Sum	1	8,450 <sup>∞</sup>		
16	Remove and Dispose of Concrete Garage Foundation Wall and Footer	Lump Sum	1	8,450 <sup>™</sup> 5,450 <sup>™</sup>		
17	Remove and Dispose of Brick and Home Debris	Lump Sum	1	3,4509		
18	Fill and Regrade House Area to Match Existing Grade (PLAN QUANTITY)	Lump Sum	1	3,450°° 14,800°° \$65,525°°		
	Total of All Line-Item Costs					

#### B. Bidder acknowledges that:

 each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and 2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

#### ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

### ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.01 Bid Acceptance Period
  - A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 Instructions to Bidders
  - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 Receipt of Addenda
  - A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

#### ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

- 6.01 Bidder's Representations
  - A. In submitting this Bid, Bidder represents the following:
    - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
    - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
    - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
    - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
    - 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in

- the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
- 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
- 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- 8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- 10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 6.02 Bidder's Certifications

- A. The Bidder certifies the following:
  - This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
  - 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
  - 3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
  - 4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
    - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
    - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:	
	NW KING & SONS INC.
By:	But Kily
	(individual's signature)
Name:	Brent King
Terra Ca	(typed or printed)
Title:	President (typed or printed)
Date:	12-18-24
Date.	(typed or printed)
If Bidder i	s a corporation, a partnership, or a joint venture, attach evidence of authority to sign.
Attest:	(individual's signature)
Name:	Breent (inalviauais signature)
name:	(typed or printed)
Title:	President
iron <del>arioc</del> a.	(typed or printed)
Date:	12-18-24
	(typed or printed)
Address	for giving notices:
	P.O. BOX 165 Lewiston UT 84320
000m te as - 200	
Bidder's	Market State Control of the Control
Name:	Brent King
	(typed or printed)
Title:	President (typed or printed)
Phone:	435-770-3203
Email:	
Address:	nwKingandsons@protonmail.com
Address:	Da Day 1/ C 1

Bidder's Contractor License No.: (if applicable) 240208 - 5501

### **BID BOND (PENAL SUM FORM)**

Bidder	Surety			
Name: N. W. King & Sons, Inc. Address (principal place of business): PO Box 210 Lewiston, UT 84320-0210	Name: Trayelers Casualty and Surety Company of America Address (principal place of business): One Tower Square Hartford, CT 06183			
Owner	Bid			
Name: Hyrum City Corporation Address (principal place of business): 60 West Main Street Hyrum, UT 84319	Project (name and location): Hyrum City 96 N 600 E House Removal and Regrading, Project Number: 57-23-005			
	Bid Due Date:12/20/2024			
Bond 17435				
Penal Sum: Five Percent (5%) of Total Amount Bi	d			
Date of Bond: 12/20/2024				
Surety and Bidder, intending to be legally bound he do each cause this Bid Bond to be duly executed by	ereby, subject to the terms set forth in this Bid Bond,			
Bidder	Surety			
N. W. King & Sons, Inc.	Travelers Casualty and Surety Company of America			
(Full formal name of Bidder)	(Full formal name of Surety) (corporate seal)			
Ву:	By:			
(Signature)	Signature) (Attach Power of Attorney)			
Name:	Name: S. Christopher Clark			
(Printed or typed)	(Printed or typed)			
Title:	Title: Attorney-In-Fact			
Attest:(Signature)	Attest: Jossephenous (Signature)			
Name:	Name: (Jessica Pearson			
(Printed or typed)	(Printed or typed)			
Title:	Title: Witness			
Notes: (1) Note: Addresses are to be used for giving any requir	ed notice. (2) Provide execution by any additional parties, such as			
joint venturers, if necessary.				



- Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
- Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
- 3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
- 4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- 5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
- No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
- 7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
- 8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
- Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the
  authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute,
  seal, and deliver such Bond and bind the Surety thereby.
- 10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
- 11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

#### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint SAM W CLARK, ALAN W LORD, STIRLING S BROADHEAD, HILARY BAILLARGEON, S.CHRISTOPHER CLARK, MICHAEL MURPHY, and DOUGLAS S ROSKELLEY of SALT LAKE CITY, UTAH, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.

State of Connecticut







By: Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 20th day of December

2024







Kevin E. Hughes, Assistant Secretary

#### BID BOND

#### Nationwide Mutual Insurance Company

1100 Locust St., Dept 2006 Des Moines, IA 50391-2006 (866) 387-0457

#### CONTRACTOR:

Brent Webb Excavating, Inc. 299 PO Box 299 Richmond, UT 84333

OWNER: Hyrum City

60 West Main Hyrum, UT 84319

#### SURETY:

Nationwide Mutual Insurance Company 1100 Locust Street, Department 2006 Des Moines, IA 50391

BOND AMOUNT: \$5% OF BID AMOUNT (FIVE PERCENT OF BID AMOUNT)

#### PROJECT:

96 North 600 East House Removal & Regrading

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof: or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be a Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this	19th	day of December	2024	
			Brent Webb Excavating, Inc. (Principal)	(Seal)
(Witness)			(Title) Brian Lus Owner  Nationwide Mutual Insurance Company	
			(Surety)	(Seal)
(Witness)			Title ZACHARY ANDREASEN Attorney-i	n-Fact

### SECTION 00 41 43 BID FORM FOR CONSTRUCTION CONTACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

#### ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

In person:
Hyrum City
60 West Main
Hyrum, Utah 84319

By mail: Hyrum City Attn: Todd Perkins 60 West Main Hyrum, Utah 84319

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

#### ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
  - Required Bid security;
  - B. Contractor's License No.: <u>342348-5501</u> or Evidence of Bidder's ability to obtain a
     State Contractor's License and a covenant by Bidder to obtain said license within the time for
     acceptance of Bids;

#### ARTICLE 3—BASIS OF BID—UNIT PRICES

- 3.01 Unit Price Bids
  - A. Bidder will perform the following Work at the indicated unit prices:

ltem #	Description	Unit	Estimated Quantity	Bid Unit Price
1	Mobilization	Lump Sum	1	\$2600.00
2	Remove and Dispose of Mailbox	Lump Sum	1	\$75.00
3	Remove and Dispose of Basketball Hoop and Base	Lump Sum	1	\$75.00

4	Remove and Dispose of Tires	Lump Sum	1	\$120.00
5	Remove and Dispose of Landscape Boulder	Lump Sum	1	\$120.00
6	Remove and Dispose of Chainlink Fence	Lump Sum	1	\$1020.00
7	Remove and Dispose of Doghouse	Lump Sum	1	\$50.00
8	Remove and Dispose of Railroad Ties	Lump Sum	1	\$250.00
9	Remove and Dispose of Tree Stump/Rootball	Lump Sum	1	\$780.00
10	Remove and Dispose of Bushes/Landscaping	Lump Sum	1	\$980.00
11	Remove and Dispose of Concrete Tiered Walls	Lump Sum	1	\$3200.00
12	Remove and Dispose of Asphalt Driveway	Lump Sum	1	\$1220.00
13	Remove and Dispose of Concrete Driveway	Lump Sum	1	\$1260.00
14	Remove and Dispose of Concrete Floor	Lump Sum	1	\$2240.00
15	Remove and Dispose of Foundation Wall and Footer	Lump Sum	1	\$7840.00
16	Remove and Dispose of Concrete Garage Foundation Wall and Footer	Lump Sum	1	\$3620.00
17	Remove and Dispose of Brick and Home Debris	Lump Sum	1	\$2480.00
18	Fill and Regrade House Area to Match Existing Grade (PLAN QUANTITY)	Lump Sum	1	\$7900.00
	Total of All Line-Item Costs	\$ \$35830.00		

#### B. Bidder acknowledges that:

 each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and  Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

#### ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

### ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.01 Bid Acceptance Period
  - A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 Instructions to Bidders
  - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 Receipt of Addenda
  - A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date	

#### ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

- 6.01 Bidder's Representations
  - A. In submitting this Bid, Bidder represents the following:
    - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
    - Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
    - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
    - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
    - 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in

- the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
- 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
- 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- 8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- 9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- 10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 6.02 Bidder's Certifications

- A. The Bidder certifies the following:
  - This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
  - 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
  - 3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
  - Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
    - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
    - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

Brent Webb Excavating inc.

- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### BIDDER hereby submits this Bid as set forth above:

Bidder: Brent Webb Excavating inc. (typed or printed name of organization) By: (individual's signature) **Brian Webb** Name: (typed or printed) Owner Title: (typed or printed) 12/20/2024 Date: (typed or printed) If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign. Attest: (individual's signature) **Brent Webb** Name: (typed or printed) Vice President Title: (typed or printed) 12/20/2024 Date: (typed or printed) Address for giving notices: 330 Chokecherry Circle Richmond, UT. 84333 Bidder's Contact: **Brian Webb** Name: (typed or printed) Title: Owner (typed or printed) Phone: (435) 994-1844 bwebbexcavating@gmail.com Email: Address: PO Box 299 330 Chokecherry Circle Richmond, UT. 84333

342348-5501

Bidder's Contractor License No.: (if applicable)

### SECTION 00 41 43 BID FORM FOR CONSTRUCTION CONTACT

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#### ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

In person:
Hyrum City
60 West Main
Hyrum, Utah 84319

By mail: Hyrum City Attn: Todd Perkins 60 West Main Hyrum, Utah 84319

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

#### **ARTICLE 2—ATTACHMENTS TO THIS BID**

- 2.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security;
  - B. Contractor's License No.: \_\_13380617-5501 \_\_ or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

#### ARTICLE 3—BASIS OF BID—UNIT PRICES

- 3.01 Unit Price Bids
  - A. Bidder will perform the following Work at the indicated unit prices:

Item #	Description	Unit	Estimated Quantity	Bid Unit Price
1	Mobilization	Lump Sum	1	\$1,500
2	Remove and Dispose of Mailbox	Lump Sum	1	\$1
3	Remove and Dispose of Basketball Hoop and Base	Lump Sum	1	\$100

4	Remove and Dispose of Tires	Lump Sum	1	\$250
5	Remove and Dispose of Landscape Boulder	Lump Sum	1	\$200
6	Remove and Dispose of Chainlink Fence	Lump Sum	1	\$450
7	Remove and Dispose of Doghouse	Lump Sum	1	\$50
8	Remove and Dispose of Railroad Ties	Lump Sum	1	\$250
9	Remove and Dispose of Tree Stump/Rootball	Lump Sum	1	\$2500
10	Remove and Dispose of Bushes/Landscaping	Lump Sum	1	\$1800
11	Remove and Dispose of Concrete Tiered Walls	Lump Sum	1	\$5500
12	Remove and Dispose of Asphalt Driveway	Lump Sum	1	\$6500
13	Remove and Dispose of Concrete Driveway	Lump Sum	1	\$6500
14	Remove and Dispose of Concrete Floor	Lump Sum	1	\$6500
15	Remove and Dispose of Foundation Wall and Footer	Lump Sum	1	\$8500
16	Remove and Dispose of Concrete Garage Foundation Wall and Footer	Lump Sum	1	\$6500
17	Remove and Dispose of Brick and Home Debris	Lump Sum	1	\$5500
18	Fill and Regrade House Area to Match Existing Grade (PLAN QUANTITY)	Lump Sum	1	\$6000
	Total of All Line-Item Costs			\$ 58,601

#### B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

 Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

#### **ARTICLE 4—TIME OF COMPLETION**

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

### ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.01 Bid Acceptance Period
  - A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 Instructions to Bidders
  - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 Receipt of Addenda
  - A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
Addendum Number	

#### ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

- 6.01 Bidder's Representations
  - A. In submitting this Bid, Bidder represents the following:
    - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
    - Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
    - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
    - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
    - Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in

- the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
- 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
- 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- 8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 6.02 Bidder's Certifications

- A. The Bidder certifies the following:
  - This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
  - 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
  - 3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
  - 4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
    - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
    - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:	Juniper Earthworks				
	(typed or printed name of organization)				
Ву:	lindividually described				
18.8% 20	(individual's signature)				
Name:	McKay Wilson (typed or printed)				
Title:	Owner				
nue.	(typed or printed)				
Date:	12/19/2024				
Dute.	(typed or printed)				
If Bidder is	a corporation, a partnership, or a joint venture, attach evidence of authority to sign.				
Attest:	(individual's signature)				
Namai	(individual s signature)				
Name:	(typed or printed)				
Title:					
incic.	(typed or printed)				
Date:					
	(typed or printed)				
Address fo	or giving notices:				
	2853 Daines Way, North Logan UT 84341				
Bidder's C	ontact:				
Name:	McKay Wilson				
	(typed or printed)				
Title:	Owner				
	(typed or printed)				
Phone:	435.513.8365				
Email:	info@juniperearthworks.com				
Address:					
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	2853 Daines Way, North Logan, UT 84341				
64					
Bidder's C	ontractor License No.: (if applicable)13380617-5501				

### SECTION 00 43 13 BID BOND (PENAL SUM FORM)

Bidder	Surety
Name: Juniper Earthworks	Name: Summit Risk
Address (principal place of business): 2853 Daines Way North Logan, UT 84341	Address (principal place of business): 7430 Creek Rd STE 300 Sandy, UT 84093
Owner	Bid
Name: Hyrum City	Project (name and location):
Address (principal place of business):	Hyrum City 96 N 600 E House Removal and
60 West Main, Hyrum, UT 84319	Regrading, Hyrum City, Utah
	Bid Due Date:
Bond	
Penal Sum:	
Date of Bond:	
Surety and Bidder, intending to be legally bound he do each cause this Bid Bond to be duly executed by	reby, subject to the terms set forth in this Bid Bond, an authorized officer, agent, or representative.
Bidder	Surety
Juniper Earthworks	
(Full formal name of Bidder)	(Full formal name of Surety) (corporate seal)
By: (Signature)	—— By:  (Signature) (Attach Power of Attorney)
Name: McKay Wilson	Name:
(Printed or typed)	(Printed or typed)
Title: Owner	Title:
Attest:	Attest:
(Signature)	(Signature)
Name:(Printed or typed)	Name:(Printed or typed)
Title:	Title:
Notes: (1) Note: Addresses are to be used for giving any require joint venturers, if necessary.	d notice. (2) Provide execution by any additional parties, such as

- Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
- Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
- 3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
- 4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice
  of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award
  including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's
  written consent.
- 6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
- 7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
- 8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
- Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
- 10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
- 11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

### SECTION 00 45 13 QUALIFICATION STATEMENT

#### **ARTICLE 1—GENERAL INFORMATION**

1.02

1.03

1.01 Provide contact information for the Business:

	me of Busine		Junipe						
Corpora	te Office 2	.853 Da	ines Way,	Nort	h Logar	, UT 84341			
Name:	McKay Wil	son				Phone numbe	er:	435.512.836	55
Title:	Owner				1	mail address	:		
Business	address of c	orporat	te office:						
Local Of	fice								
Name:					1	hone numbe	er:		
Title:						mail address	:		
Business	address of lo	cal offi	ice:						
Provide ir	formation or	the Ri	icinacc's o	rani	zationa	structuro			
TOVIGETI	iioiiiiatioii oi	r the be	13111033 3 0	n garii.	Zationa	Structure.			
Form of	Business:	□ Sole	Proprieto	rship	☐ Partı	nership 🗆 Co	rpora	tion	
⊠ Limite	d Liability Co	mpany	☐ Joint V	enture	e comp	rised of the fo	ollow	ing companies	:
1.									
2.									
3.									
Provide a	a separate Qu	ıalificat	ion Stater	ment f	for eacl	ı Joint Ventui	rer.		
Date Bus	iness was for	med:	2023		State	in which Busi	ness	was formed:	UT
Is this Bu	siness autho	rized to	operate i	n the	Project	location?	X Ye	es 🗆 No 🗆 Pen	ding
	l businesses t 25% or greate					r in part (25%	or g	reater), or tha	t are wholly
Name of	business:					Affiliation:			
Address:									
Name of	business:					Affiliation:			
Address:									

	Name of business:		Affiliation:				
	Address:						
1.04	Provide information r	egarding the Business's o	officers, partners, a	ind limits	of authority.		
	Name: McKay W	ilson	Title: Owne	r			
	Authorized to sign co	ontracts: 🗵 Yes 🗆 No	Limit of Autho	rity: \$	100,000		
	Name:		Title:	Title:			
	Authorized to sign co	ontracts: 🗆 Yes 🗆 No	Limit of Autho	rity: \$			
	Name:	Title:					
	Authorized to sign co	Limit of Autho	rity: \$				
	Name:	Title:					
<b>ARTICL</b> 2.01	E 2—LICENSING  Provide information r	egarding licensure for Bu	ısiness:				
	Name of License:	General Contractor					
	Licensing Agency:						
	License No:	expiration Date: 11/30/2025					
	Name of License:			•			
	Licensing Agency:						
	License No:		Expiration Date:				
ARTICL	Provide information r of current certification	egarding Business's Dive	erse Business Certi	fication, if	any. Provide evidence		
	Cer	tification	Certifyin	g Agency	Certification Date		
	☐ Disadvantaged Bu	ısiness Enterprise					
	☐ Minority Business	Enterprise					
	☐ Woman-Owned B	Susiness Enterprise					
	☐ Small Business En	terprise					
	☐ Disabled Business	Enterprise					
	☐ Veteran-Owned E	Susiness Enterprise					
	☐ Service-Disabled	Veteran-Owned Business					
	☐ HUBZone Busines Underutilized) Busin	(F) (67.0)					
	☐ Other						
	☐ None						
Hyrum (	City 96 N 600 E House Rer	moval and Regrading Page 2.0	of 11		Qualifications Statement 00 45 13		

#### **ARTICLE 4—SAFETY**

4.01	Provide information	regarding Business's safety	organization and safety performance
------	---------------------	-----------------------------	-------------------------------------

Name of Business's Safety Officer:	McKay Wilson			
Safety Certifications None				
Certification Name	Issuing Agency	Expiration		

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	МН	EMR	TRFR	МН	EMR	TRFR	МН
N/A									
N/A									

#### ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:		
Business address:		
Date of Business's most recent financial statement:		☐ Attached
Date of Business's most recent audited financial statement:		☐ Attached
Financial indicators from the most recent financial statement		
Contractor's Current Ratio (Current Assets ÷ Current Liabilitie	es)	
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accou Short Term Investments) ÷ Current Liabilities)	ınts Receivable +	

#### **ARTICLE 6—SURETY INFORMATION**

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Summit Risk		

Surety is a corporation organized and existing under the laws of the state of: Utah							
Is surety author	ized to provide	surety bond	s in the Project location?	🛛 Yes 🗆	□ No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?  ☐ Yes ☐ No							
Mailing Address (principal place		7430 Creek Rd STE 300, Sandy, UT 84093					
Physical Addres (principal place		7430 Cree	k Rd STE 300, Sandy, UT 8	4093			
Phone (main):	(888) 582-80	46	Phone (claims):				

#### **ARTICLE 7—INSURANCE**

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurar	nce provider, a	nd type of policy	y (CLE, auto, etc.):		
Insurance Provider The Cincinnati Insurance Company		Type of Policy (Coverage Provided)  General Liability			
Are providers li	ensed or auth	orized to issue p	olicies in the Projec	t location?	
Does provider have an A.M. Best Rating of A-VI			'Il or better?		☑ Yes ☐ No
Mailing Address (principal place of business):		P.O. Box 1454	496, Cincinnati, OH	45250-5496	
Dhysical Addres					
Physical Address (principal place of business):		6200 S. Gilmo	re Road, Fairfield, O	H 45014-514	1
Phone (main):	513-870-200	0	Phone (claims):	513-870-20	000

#### **ARTICLE 8—CONSTRUCTION EXPERIENCE**

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	0
Estimate of revenue for the current year:	\$350,000
Estimate of revenue for the previous year:	\$225,000

Hyrum City 96 N 600 E House Removal and Regrading Hyrum City Page 4 of 11 **Qualifications Statement** 00 45 13 8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with pro	ojects lil	ce the proposed project:			
As a general contractor: 2 As a joint venturer: 0					
Has Business, or a predeces	sor in in	terest, or an affiliate ide	ntified i	n Paragraph 1.03:	
Been disqualified as a bidd	der by a	ny local, state, or federal	agency	within the last 5 years?	
☐ Yes ☒ No					
Been barred from contracting by any local, state, or federal agency within the last 5 years?  ☐ Yes ☒ No					
Been released from a bid in the past 5 years? ☐ Yes ☒ No					
Defaulted on a project or	failed to	complete any contract a	awarde	d to it? □ Yes 🗷 No	
Refused to construct or refused to provide materials defined in the contract documents or in a change order? $\square$ Yes $\boxtimes$ No					
Been a party to any currently pending litigation or arbitration? ☐ Yes ☑ No					
Provide full details in a sepa	rate att	achment if the response	to any	of these questions is Yes.	

- 8.03 List all projects currently under contract in Schedule A and provide indicated information.
- 8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.
- 8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

#### ARTICLE 9—REQUIRED ATTACHMENTS

- 9.01 Provide the following information with the Statement of Qualifications:
  - A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
  - B. Diverse Business Certifications if required by Paragraph 3.01.
  - Certification of Business's safety performance if required by Paragraph 4.02.
  - D. Financial statements as required by Paragraph 5.01.
  - E. Attachments providing additional information as required by Paragraph 8.02.
  - F. Schedule A (Current Projects) as required by Paragraph 8.03.
  - G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
  - H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
  - I. Additional items as pertinent.

Company	Landmark Companies, LLC.	Double D	Total Power & Controls
Address 1670 S HWY 165, Suite 101 Providence, UT		1321 Earl Dr. Suite A SLC UT	237 W 200 S Morgan, UT
Phone	435-755-7600	801-972-5027	801-814-0683
Contact	Matt Olsen	Dean Dornbier	Eric Clark
ltem 1 - Base Bid	\$57,552.82	\$116,376.00	\$171,600.00
Item 2 - Alternate Bid	\$12.85/LF	\$68.00/LF	\$103.28/LF
Received on time?	Yes	Yes	Yes
Attended Pre-Bid	Yes	Yes	Yes
Noted Receipt of Addendum 1	Yes	Yes	Yes
Contractor License #	12224932-5501	328991-5501	9876454-5501
Major Subcontractors (\$20k+)	None	None	None
	None	None	Valley Crane Wheeler - Gen Rental Concrete - Parsons Rebar - Geneva
Major Suppliers (\$20k+)	=		Electrical Materials - Platt
Bid Bond Included	Yes	Yes	Yes
Financials Included	Yes	No	No
Schedule A	All Commercial	Industrial	Not Included
Schedule B	All Commercial	Industrial	Not Included

Landmark withdrew their bid via e-mail 12/17/2024 after discussions about line item 2, which was incorrectly entered.

#### **BID FORM**

#### HYRUM CITY, WWTP GENERATOR

#### **TABLE OF CONTENTS**

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Article 1 – Bid Recipient	1
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Article 6 – Time of Completion	3
Article 7 – Attachments to this Bid	3
Article 8 – Defined Terms	3
Article 9 - Rid Suhmittal	4

#### ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

HYRUM CITY 1900 W 4400 S HYRUM, UT, 84319

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

#### ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

#### ARTICLE 3 - BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
  - A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum, Date		
1	12/4/2024		
Facility of the Facility of States			
	Year of the little service to the service of the se		

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information,

- observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### ARTICLE 4 - BIDDER'S CERTIFICATION

#### 4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

#### ARTICLE 5 - BASIS OF BID

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

ITEM	DESCRIPTION	Qty	Unit	COST
1	Lump Sum Cost for Hyrum City WWTP Generator: Includes but not limited to: Electrical work, trenching, regarding and paving, installation of new generator and ATS, piping and mechanical installation, site and civil work, conduit and wire, startup and commissioning.	1	L.S.	\$171,600.0°
2	Alternate Unit Price (Per Linear Foot) for replacement of parallel cables per Addendum 1 (Not included in Total) This unit price is to be used in the event of replacement of the existing cables from the MCC main disconnect to the ATS, or the ATS to the Service Entrance Section. The linear cost per foot is to replace all of the conductors in a single 4" conduit (3 phase conductors, 1 Neutral Conductor and 1 Ground Conductor)	1	LF	\$103.28
			TOTAL	

The BASIS OF AWARD for the purposes of comparison and determining the apparent low bidder shall be the total of the Base Bid as indicated in the BASE BID table. Award is contingent on the bidder meeting all other requirements and providing the information and supporting documentation required in the Contract Documents.

#### ARTICLE 6 - TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### ARTICLE 7 - ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security; Check Attached
  - B. List of Proposed Subcontractors; Not Applicable
  - C. List of Proposed Suppliers; Not Applicable
  - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids; Contractor License Attached
  - E. Contractor's License No.: <u>9873454 55</u>01
  - F. Required Bidder Qualification Statement with supporting data (See Section 1.6). As an indication that the Bidder is acceptably qualified to perform the Work, the Bidder and each Subcontractor identified in Section 1.2, Article 12, paragraph 12.03 shall demonstrate successful completion of at least 3 projects with a scope similar to their respective portions of the Work in the last five years; Defined Terms

7.02 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

#### ARTICLE 8 - BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

Total Po	ower & Controls LLC
By: [Signature]	Gric Clark
[Printed name] (If Bidder is a corpor evidence of authorit	Eric Clark ation, a limited liability company, a partnership, or a joint venture, attach y to sign.)
Attest: [Signature]	Casey Frear
[Printed name]	Casey Frear
Title:	President
Submittal Date:	12/13/2024
Address for giving n	otices:
237 W.	200 5.
Morgan,	UT
84050	
Telephone Number:	801-814-0683
Contact Name and e	e-mail address: Eric Clark
	eclarko total power 11c. com
Bidder's License No.	Marrial res

This page is intentionally left blank.

### LIST OF SUBCONTRACTORS TO BE SUBMITTED WITH BID

Each BIDDER shall list below the name of each subcontractor who will provide labor or a portion of the work or improvement to the contractor for which he will be paid an amount exceeding 5 percent of the prime contractor's total bid.

Work to be Performed	% of Total Contract	Subcontractors Name, Address & License Number
1. Generator Replacement	100	Not Applicable - Total Power will be completing 100% of the war
2.		with the second tree second
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Note: Additional numbered pages may be attached if necessary.

This page is intentionally left blank.

# LIST OF MAJOR EQUIPMENT SUPPLIERS TO BE SUBMITTED WITH BID

Each BIDDER shall list below the name of each supplier/manufacturer who will provide equipment or a portion of the work or improvement to the contractor for which he will be paid an amount exceeding \$20,000.

Equipment/Item to be Furnished	Supplier Name / Manufacturer Name
1. Crane Rental	Valley Crane LLC
Generator Rental	Wheeler / CAT
3. Concrete 4. Rebar/Pipe	Parsons
	Geneva Steel
5. Conduit, Cabling, Electrical Waters	b Platt
6	
7.	
8.	
9.	
10.	

Note: Additional numbered pages may be attached if necessary.

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STATE OF UTAH
DEPARTMENT OF COMMERCE
ACTIVE LICENSE

Total Power & Controls LLC 237 W 200 S MORGAN UT 84050

EFFECTIVE 11/30/2017

11/30/2025

REFERENCE NUMBER(S), CLASSIFICATION(S)

Contractor With LRF

B100, E100, E200

n 2.

9873454-5501

DBAs:

None Associated

#### IMPORTANT LICENSURE REMINDERS:

- Your license is valid until the expiration date listed on this form.
- Please note the address listed below. This is your public address of record for the division, and all future
  correspondence from the division will be mailed to this address. If you move, it is your responsibility to notify us
  directly of the change. Maintaining your current address with us is the easiest way to ensure continuous licensure.
- This license has been issued to the business entity. Any change in the license's original entity structure requires a new license (i.e. DBA to a Corporation, etc.). Please contact the division before you make such changes.

TOTAL POWER & CONTROLS LLC 237 W 200 S MORGAN UT 84050

Please visit our web site at <a href="https://www.dopl.utah.gov">www.dopl.utah.gov</a> should you have any questions in the future.

# STATE OF UTAH DEPARTMENT OF COMMERCE DIVISION OF PROFESSIONAL LICENSING

### **ACTIVE LICENSE**

EFFECTIVE DATE:

11/30/2017

EXPIRATION DATE:

11/30/2025

ISSUED TO:

**Total Power & Controls LLC** 

237 W 200 S

MORGAN UT 84050



REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)

9873454-5501

Contractor With LRF

DBAs: None Associated

B100, E100, E200

### **QUALIFICATIONS STATEMENT**

# THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1.	SUBMITTED BY:	
	Official Name of Firm:	Total Power & Controls LLC
	Address:	237 W. 200 S.
		Morgan, UT
		84050
2.	SUBMITTED TO:	Hyrum City
3.	SUBMITTED FOR:	
	Owner:	Hyrum City
	Project Name:	WWTP Generator
	TYPE OF WORK:	Generator Replacement
4.	CONTRACTOR'S CONTACT IN	NFORMATION
	Contact Person:	Eric Clark
	Title:	President
	Phone:	801-814-0683
	Email:	eclark @ total power 1/c. com
5.	AFFILIATED COMPANIES:	•
	Name:	
	Address:	
		<del></del>

EJCDC\* C-451, Qualifications Statement.

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Page 1 of 12

6.	TYPE	OF ORGANIZATION:	
		SOLE PROPRIETORSHIP	
		Name of Owner:	
		Doing Business As:	
		Date of Organization:	
		PARTNERSHIP	
		Date of Organization:	
		Type of Partnership:	
		Name of General Partner(s):	
		CORPORATION	
		State of Organization:	
		Date of Organization:	
		Executive Officers:	
		- President:	
		- Vice President(s):	
		***	
		- Treasurer:	
	-	- Secretary:	
	<b>√</b>	LIMITED LIABILITY COMPANY	
		State of Organization:	Utah
		Date of Organization:	6-8-2016
		Members:	Eric Clark
		EJCDC' C-45	1, Qualifications Statement.

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Page 2 of 12

		Ryan Pack
		Mark Jeppsen
		Mark Jeppsen Larry Allen Rogers
	JOINT VENTURE	•
	Sate of Organization:	
	Date of Organization:	
	Form of Organization:	
	Joint Venture Managing Partner	
	- Name:	
	- Address:	
	,	
	Joint Venture Managing Partner	
	- Name:	
	- Address:	
	-	
	Joint Venture Managing Partner	
	- Name:	
	- Address:	
<i>7</i> .	LICENSING	
	Jurisdiction:	Utah
	Type of License:	Contractor
	License Number:	9873454-5501

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00451 - 3

1668

### **TOTAL POWER & CONTROLS LLC**

237 W 200 S MORGAN, UTAH 84050

ZIONS BANK, WE HAVEN'T FORGOTTEN WHO KEEPS US IN BUSINESS\* 1-800-974-8800 zionsbank.com

31-5/1240

PAY TO THE ORDER OF

Hyrum City

12/13/2024

\*\*8,580.00

DOLLARS

a

Hyrum City 1900 W 4400 S HYRUM, UT 84319

**a** 

AUTHORIZED SIGNATURE

Bid Security

||\*00001668||\* 1:1240000541: 98093050711

**TOTAL POWER & CONTROLS LLC** 

12/13/2024

Hyrum City

1668

Bid Security Hyrum City Generator

8,580.00

Zions checking

8,580.00

#### ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

HYRUM CITY 1900 W 4400 S HYRUM, UT, 84319

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

#### ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

#### **ARTICLE 3 – BIDDER'S REPRESENTATIONS**

- 3.01 In submitting this Bid, Bidder represents that:
  - A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum, Date
1	12/04/2024

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information,

- observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

#### 4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

#### ARTICLE 5 - BASIS OF BID

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

ITEM	DESCRIPTION	Qty	Unit	COST
Gener	ator Removal and Installation			
1	Lump Sum Cost for Hyrum City WWTP Generator: Includes but not limited to: Electrical work, trenching, regarding and paving, installation of new generator and ATS, piping and mechanical installation, site and civil work, conduit and wire, startup and commissioning.	1	L.S.	116,37600
2	Alternate Unit Price (Per Linear Foot) for replacement of parallel cables per Addendum 1 (Not included in Total)  This unit price is to be used in the event of replacement of the existing cables from the MCC main disconnect to the ATS, or the ATS to the Service Entrance Section. The linear cost per foot is to replace all of the conductors in a single 4" conduit (3 phase conductors, 1 Neutral Conductor and 1 Ground Conductor)	1	LF	65°/F
			TOTAL	

TOTAL (IN WORDS) ONE HUNDREA and SIXTEEN THOUSAND Three hondred Severy Six & Go

The BASIS OF AWARD for the purposes of comparison and determining the apparent low bidder shall be the total of the Base Bid as indicated in the BASE BID table. Award is contingent on the bidder meeting all other requirements and providing the information and supporting documentation required in the Contract Documents.

#### ARTICLE 6 - TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security;
  - B. List of Proposed Subcontractors;
  - C. List of Proposed Suppliers;
  - Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
  - E. Contractor's License No.: 328991-5501
  - F. Required Bidder Qualification Statement with supporting data (See Section 1.6). As an indication that the Bidder is acceptably qualified to perform the Work, the Bidder and each Subcontractor identified in Section 1.2, Article 12, paragraph 12.03 shall demonstrate successful completion of at least 3 projects with a scope similar to their respective portions of the Work in the last five years; Defined Terms

7.02 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

#### **ARTICLE 8 – BID SUBMITTAL**

BIDDER: [Indicate correct name of bidding entity]

Double D Electrical & Instrumentation, LLC

By:
[Signature]

Telephone Number: 801-972-5027

Contact Name and e-mail address: Dean Dornbier

ddornbier@doubledei.com

Bidder's License No.: 328991-5501

## LIST OF SUBCONTRACTORS TO BE SUBMITTED WITH BID

Each BIDDER shall list below the name of each subcontractor who will provide labor or a portion of the work or improvement to the contractor for which he will be paid an amount exceeding 5 percent of the prime contractor's total bid.

Work to be Performed	% of Total Contract	Subcontractors Name, Address & License Number
1.None		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Note: Additional pages may be attached if necessary.

# LIST OF MAJOR EQUIPMENT SUPPLIERS TO BE SUBMITTED WITH BID

Each BIDDER shall list below the name of each supplier/manufacturer who will provide equipment or a portion of the work or improvement to the contractor for which he will be paid an amount exceeding \$20,000.

Equipment/Item to be Furnished	Sup <b>pl</b> ier Name / Manufacturer Name
1.None	
3.	
4.	
5.	<i>p</i>
6.	
-	
7.	
8.	
9.	
40	
10.	

Note: Additional pages may be attached if necessary.

## **QUALIFICATIONS STATEMENT**

## THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1.	SUBMITTED BY:	
	Official Name of Firm:	Double D Electrical & Instrumentation, LLC
	Address:	1321 Earl Drive, Suite A
		Salt Lake City, UT 84104
2.	SUBMITTED TO:	Hyrum City
3.	SUBMITTED FOR:	Hyrum City WWTP Generator
	Owner:	Hyrum City
	Project Name:	WWTP Generator
	TYPE OF WORK:	Demolition of existing Generator, ATS and infrastructure and installation of Owner Supplied equipment and appurtenances as indicated in the contract documents
4.	CONTRACTOR'S CONTACT IN	FORMATION
	Contact Person:	Dean Dornbier
	Title:	Officer
	Phone:	801-972-5027
	Email:	ddornbier@doubledei.com
5.	AFFILIATED COMPANIES:	
	Name:	None other than listed above
	Address:	·
		EJCDC" C-451, Qualifications Statement.

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6.	TYPE C	F ORGANIZATION:	
		SOLE PROPRIETORSHIP	
		Name of Owner:	
		Doing Business As:	
		Date of Organization:	
		PARTNERSHIP	
		Date of Organization:	
		Type of Partnership:	
		Name of General Partner(s):	
			<del></del>
		CORPORATION	
		State of Organization:	
		Date of Organization:	
		Executive Officers:	
		- President:	
		<ul><li>- Vice President(s):</li></ul>	
		- Treasurer:	
	_	- Secretary:	
LIMITED LIABILITY COMPANY		LIMITED LIABILITY COMPANY	
		State of Organization:	Utah
		Date of Organization:	September 1996
		Members:	Dean Dornbier, Dan Vigil

EJCDC" C-451, Qualifications Statement.

	,	
	3	
	JOINT VENTURE	
	Sate of Organization:	
	Date of Organization:	
	Form of Organization:	
	Joint Venture Managing Partner	ÿ.
	- Name:	
	- Address:	
	Joint Venture Managing Partner	
	- Name:	
	- Address:	
	Joint Venture Managing Partner	
	- Name:	
	- Address:	
7. LICENSI	ING	
	Jurisdiction:	State of Utah
	Type of License:	B100, E200
	License Number:	328991-5501

		Jurisdiction:		
		Type of License:		
		License Number:	-	
8.	CERTIFICATION	NS <u>NONE</u>		CERTIFIED BY:
		Disadvantage Business E	nterprise:	
		Minority Business Enterp	orise:	
		Woman Owned Enterprise	e:	
		Small Business Enterpris	e:	
		Other (	):	
9.	BONDING INF	ORMATION		
		Bonding Company:	Leavitt Insurance	& Central Bonds
		Address:	746 E Winchester	r St. Suite 120
		Bonding Agent: Address:	Jave Smed Same as	aloue
		Contact Name:	Dave Smedley	
		Phone:	801-566-7272	
		Aggregate Bonding Capac	ity: <u>\$3 m i l l i o</u>	n aggregate
				submittal: \$3 Million Aggregate
10.	FINANCIAL IN	FORMATION		
		Financial Institution:	P&S Credit Union	1
		Address:	2250 S Redwood	Rd, Suite 6
			Salt Lake City, UT 84	119

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Account Manager: <u>Donna Anderson</u>
Phone: 801-973-0575
INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE LAST 3 YEARS
CONSTRUCTION EXPERIENCE:
Current Experience:
List <b>on Schedule A</b> all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).
Previous Experience:
List on <b>Schedule</b> B all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).
Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?
□yes ⊠no
If YES, attach as an Attachment details including Project Owner's contact information.
Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?
□YES ⊠NO
If YES, attach as an Attachment details including Project Owner's contact information.
Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?
□yes \overline{\text{NO}}
If YES, attach as an Attachment details including Project Owner's contact information.
SAFETY PROGRAM:
Name of Contractor's Safety Officer: <u>Dean Dornbier</u>
Include the following as attachments:
EJCDC" C-451, Qualifications Statement.

11.

12.

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Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 500- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	2023	EMR	.78
YEAR	2022	EMR	.78
YEAR	2021	EMR	.74
YEAR	2020	EMR	.74
YEAR	2019	EMR	71

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	2023	TRFR 0
YEAR	2022	TRFR 0
YEAR	2021	TRFR 0
YEAR	2020	TRFR 0
YEAR	2019	TRFR 0

Total number of man-hours worked for the last 5 Years:

YEAR	2023	TOTAL NUMBER OF MAN-HOURS	26,911.50
YEAR	2022	TOTAL NUMBER OF MAN-HOURS	33,725.00
YEAR	2021	TOTAL NUMBER OF MAN-HOURS	33,711.75
YEAR	2020	TOTAL NUMBER OF MAN-HOURS	29,476.00
YEAR	2019	TOTAL NUMBER OF MAN-HOURS	27,493.00

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	2023	DART	0
YEAR	2022	DART	0
YEAR	2021	DART	0
YEAR	2022	DART	0
YEAR	2019	DART	0

## 13. EQUIPMENT:

MAJOR EQUIPMENT:

List on Schedule C all pieces of major equipment available for use on Owner's Project.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: -	Double D Electrical & Instrumentation, LLC
BY:	Dan Cali
TITLE:	Officer
DATED:	·
NOTARY ATTEST:  SUBSCRIBED AND SWORN TO BEFORE ME  THISDAY OFDECEMBER, 2024	Stophind Hum
NOTARY PUBLIC - STATE OF <u>Utah</u> MY COMMISSION EXPIRES: <u>June 27, 2026</u>	STEPHENIE HYLEMON Notary Public, State of Utah Commission #725428 My Commission Expires 06/27/2026

## **REQUIRED ATTACHMENTS**

- 1. Schedule A (Current Experience).
- 2. Schedule B (Previous Experience).
- 3. Schedule C (Major Equipment).
- 4. Audited balance sheet for each of the last 3 years for firm named in Section 1.

- 5. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
- 6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
- 7. Required safety program submittals listed in Section 13.
- 8. Additional items as pertinent.

## Dean Dornbier

Over 20 years experience is the Electrical/ Instrumentation and Control Industry from Construction and Engineering to Maintenance. I have developed skills in automation / control, project management and engineering.

## EDUCATIONAL BACKGROUND:

1987 – 1989 Westmar College, Lemars, IA

B.A.S. Industrial Technologies

1985 – 1987 Northwest Iowa Technical College, Sheldon, IA

A.A.S. Electro Specialist (Instrumentation, Industrial Electronics)

A.A.S. Industrial / Commercial Electrician

## LICENSE AND CERTIFICATES:

- Utah / Wyoming/ Idaho Master Electrician
- Utah / Wyoming/ Idaho / Nevada/ Montana / North Dakota Electrical Contractor
- Cert. Electronic Technician (Electronic Technicians Association International)
- CCST Certified Control Systems Technician (ISA)
- Cert. First Responder
- Honeywell TDC 3000 DCS, PLC Gateways, Extended Controllers, Loop Tuning
- Applied Automation Optichrom Emissions Monitor
- Fisher Control Valves: sizing calculations, repair and calibration
- Allen Bradley PLC / AB Frequency Drivers

## WORK EXPERIENCE:

## **Independent Contractor 1996 to Present**

- Consultation: Electrical, Instrumentation & Control, Start-ups Commissioning Systems.
- Electrical and Instrumentation Calibration, Maintenance and Service.
- Process Control, System Integration, SCADA, PLC's, and Loop Tuning.
- Electrical Construction; High Voltage, Medium Voltage, Switch Gear, Transformers, Motor Control Centers and Control Cabinets

## Safety Management

- Manage Safety Program for Double D E&I
- Train employees on safety procedures and PPE usage
- Develop training and safety meeting information site specific for weekly safety meetings.
- Set safety goals and performance measures.
- Track, audit and reports on safety program.
- To date Double D has no lost time accidents and EMR of .80

## **Electrical/Instrumentation**

- Manage daily activities of E/I Tech, Conducted safety meetings / permitting for work
- Project coordination: Design, schedule and commission all instrumentation and electrical projects.
- Documented changes and calibrations to all equipment. Generated written operations procedures
- Managed operation and maintenance of DCS. Configure control points and coordinated integration
- Perform calculations on control valves and transmitters / implemented P.M. programs
- Managed Continuous Emissions Monitors operation / maintenance and reports to state of Utah E.P.A
- Member of Process Safety Management conducted Process hazard Analysis on operating units.

## **ATA** Document A310™ – 2010

## Bid Bond

## CONTRACTOR:

(Name, legal status and address) Double D Electrical & Instrumentation, LLC. 1321 South Earl Drive, Suite A Salt Lake City, UT 84104

## OWNER:

(Name, legal status and address) Hyrum City 60 West Main Street

Hyrum, UT 84319 BOND AMOUNT:

Five Percent (5%) of amount bid

## PROJECT:

(Name, location or address, and Project number, if any)

Hyrum City WWTP Generator 1900 W. 4400 S. Hyrum,. UT 84319 #94222110

## SURETY:

(Name, legal status and principal place of business) The Ohio Casualty Insurance Company 174 Berkley Street Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this

Densin

day of December, 2024

Double D Electrical & Instrumentation, LLC.

(Principal)

(Seal)

(Witness)

The Ohio Casualty Insurance Company

(Surety)

David T. Smedley, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assur

changes will not be obscured. AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Postument of this AIA® Document of

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## Leavitt Insurance & Central Bond Services, Inc.

746 E Winchester | Salt Lake City, UT 84107 | Phone (801)566-7272 | Fax (801)566-7274 | leavitt.com/LICBS

December 11, 2024

Double D Electrical & Instrumentation, LLC. Double D E & I, Inc 1321 South Earl Drive, Suite A, Salt Lake City, UT 84104-3728

Re:

Policy: Workers Compensation

Company: WCF Mutual Insurance Company

Policy Number: 1905524

Policy Term: 5/6/2024 to 5/6/2025

## To Whom it May Concern:

This letter is to confirm the experience modifier for Double D Electrical & Instrumentation, LLC; Double D E & I Inc. Below is a breakdown year by year for the E-Mod.

2024 - 0.82

2023 - 0.78

2022 - 0.78

2021 - 0.74

2020 - 0.74

2019 - 0.71

If you have any other questions, please feel free to contact our office.

Sincerely,

Mandy Stallings Account Manager

Mandy-Stallings@leavitt.comdd

Leavitt Insurance & Central Bond Services, Inc.

Reset

## OSHA's Form 300A (Rev. 04/2004)

## Summary of Work-Related Injuries and Illnesses

Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. Note: You can type input into this form and save it.

Year 20 23

U.S. Department of Labor

Occupational Safety and Health Administration Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases	ses		
otal number of eaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(9)	(H)	(0)	(r)
Number of Days	/s		
otal number of days way from work		Total number of days of job transfer or restriction	
0		0	
( <del>X</del> )		(L)	
Injury and Illness Types	ess Types		# # # # # # # # # # # # # # # # # # #

(6) All other illnesses (5) Hearing loss (4) Poisonings 0 0 0 (3) Respiratory conditions Total number of . . (2) Skin disorders (1) Injuries

0 0

0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

## dge the entries are true, accurate, and complete. North American Industrial Classification (NAICS), if known (e.g., 336212) I certify that whave examined this document and that to the best of Zip 84104 Employment information (If you don't have these figures, see the Double D Electrical & Instrumentation, LLC Knowingly falsifying this document may result in a fine. Date 01/25/24 Industry description (e.g., Manufacture of motor truck trailers) 26,911.50 15 State UT Total hours worked by all employees last year Street 1321 Earl Drive, Suite A Worksheet on the next page to estimate.) Annual average number of employees Establishment information Phone 80/1-972-5027 Electrical Contractor City Salt Lake City Your establishment name cecutive 238210 Sign here PITY KNOW! Company

Reset

Date 01/31/23

Phone 801-972-5027

## OSHA's Form 300A (Rev. 04/2004)

## Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year.

Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Note: You can type input into Because the forms in this recor PDF documents, you can type if then save your inputs using the

Year 20 22

U.S. Department of Labor uperlonal Safety and Health Administration

Form approved OMB no. 1218-0176

	able/writable"	Į.		5
to this form and save it.	ordkeeping package are "fillable/writ	e into the input form fields and	he free Adobe PDF Reader.	

added the entries from	Establishment information	ey also have limited access Your establishment name Double D Electrical & Instrumentation, LLC	Street 1321 Earl Dr, Suite A	City SLC State UT Zin 84104	ription (e.g., Manufacture of motor truck	Electrical Contractor	North American Industrial Classification (NAICS), if known (e.g., 336212)  2 3 8 2 1 0	Employment information (If you don't have these figures, see the	Worksheet on the next page to estimate.) Annual average number of employees	Total hours worked by all employees last year 33,725.00	Sign here	Knowingly falsifying this document may result in a fine.	I certify that I have examined this document and that to the best of my knowledge the parties are frue, accurate, and complete.
Remember to review the Log to verify that the entities are complete and accurate before completing this summary. Using the Log count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from	State of the state	Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for			Total number of other recordable cases	0	(5)						0
n the entiries are complete an ries vou made for each cated	es, write "0."	sir representatives have the r See 29 CFR Part 1904.35, in			Total number of cases with job transfer or restriction	0	0		Total number of days of job transfer or restriction	0	(L)		(4) Poisonings
w tne Log to venty that ount the individual ent	every page of the Log. If you had no cases, write "0."	er employees, and the 301 or its equivalent.		ses	Total number of cases with days away from work	0	Ĵ	ys				ess Types	0
Kemember to revie	every page of the L	Employees, form to the OSHA Form	mese lorms.	Number of Cases	Total number of deaths	0	(9)	Number of Days	Total number of days away from work	0	(K)	Injury and Illness Types	Total number of (M)  (1) Injuries

## Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

0 0

(6) All other illnesses

(3) Respiratory conditions

(2) Skin disorders

(5) Hearing loss

0 0 0 Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and computes and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments and any other spectes of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis. Room N-3644, 200 Constitution Avenue. NW, wishington, DC 20210. Do not send the completed forms to this office.

## OSHA's Form 300A (Rev. 04/2004)

## Summary of

are "fillable/writable" ields and Note: You can type input into this form and save it.

Year 20 21

U.S. Department of Labor Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

|--|

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've-added the entries from every page of the Log. If you had no cases, write "0."

	Total number of days of job transfer or restriction	0	(ר)	
Number of Days	Total number of days Too away from work job	0	(K)	Injury and Illness Types

(M) Injuries	0	(4) Poisonings	١
(2) Skin disorders	0	(5) Hearing loss	_
(3) Respiratory conditions	0	(6) All other illnesses	_

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and compiler and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis. Room N-3644, 200 Constitution Avenue, NW, Washington, DC 202.10. Do not send the completed forms to this office.

rure you've added the entries from Establishment information	ntirety. They also have limited access  Your establishment name  Double D Electrical & Instrumentation  stalls on the access provisions for	Street 1321 Earl Dr Suite A	City SLC State UT Zin 84104	ription (e.g., Manufacture of motor truck	Electrical Construction	North American Industrial Classification (NAICS), if known (e.g., 336212)  2 3 8 2 1 0	Employment information (I) you don't have these figures, see the	Worksheet on the next page to estimate.)	33.711.75	Oital hours worked by all employees last year	Knowingly falsifying this document may result in a fine.	I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	Company executive Title Title 801-972-5027		Reset
Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from ery page of the Log. If you had no cases, write "0."	Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access the tended of the form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.			Total number of other recordable cases	0	(٢)						0	0	0	Summary page from February 1 to April 30 of the year following the year covered by the form.
itries you made for each catego ses, write "0."	neir representatives have the rig See 29 CFR Part 1904.35, in (			Total number of cases with job transfer or restriction	0	(0)		Total number of days of job transfer or restriction	0	(L)		(4) Poisonings	(5) Hearing loss	(6) All other illnesses	Post this Summary page from February 1 to April 30 of the year following the year covered by the form.
unt the individual er ig. If you had no cas	er employees, and ti 101 or its equivalent.		sə	Total number of cases with days away from work	0	(H)	S				ss Types	0	0	itions 0	age from February 1
Using the Log, count the individual entries you mad every page of the Log. If you had no cases, write "0."	Employees, forme to the OSHA Form 3 these forms		Number of Cases	Total number of deaths	0	(9)	Number of Days	Total number of days away from work	0	( <del>X</del> )	Injury and Illness Types	Total number of (M) (1) Injuries	(2) Skin disorders	(3) Respiratory conditions	Post this Summary pa

## OSHA's Form 300A (Rev. 04/2004)

## Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.

Because the forms in this recordkeeping package are "fillable/writable"
PDF documents, you can type into the input form fields and
then save your inputs using the free Adobe PDF Reader.

Year 20 20

U.S. Department of Labor Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year.

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(9)	E	€	3

## Total number of days of job transfer or restriction 3 Total number of days away from work 0 દ્ધ

Number of Days

(6) All other illnesses (5) Hearing loss (4) Poisonings 0 0 0 Injury and Illness Types (3) Respiratory conditions Total number of (2) Skin disorders (1) Injuries

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

0 0

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Fersons are non irrequired to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact. US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210 Do not send the completed forms to this office.

## North American Industrial Classification (NAICS), if known (e.g., 336212) Employment information (If you don't have these figures, see the Double D Electrical & Instrumentation 84104 Industry description (e.g., Manufacture of motor truck trailers) 29476 Zip 1321 Earl Drive, Suite A State UT fotal hours worked by all employees last year Electrical Construction Worksheet on the next page to estimate, Annual average number of employees Establishment information Salt Lake City Your establishment name 2 3 8 2 1 0 City

certify that have examined this document and that to the best of 17/11 Knowingly falsifying this document may result in a fine. myknowledge/he entries are true, accurate, and complete Date 3 Sign here Phone SD

Save Input

## OSHA's Form 300A (Rev. 04/2004)

## Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable"
PDF documents, you can type into the input form fields and
then save your inputs using the free Adobe PDF Reader.

U.S. Department of Labor Year 20 PA

Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "O. Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of cases	caca		
Total number of deaths	Total number of cases with days	Total number of cases with job transfer or	Total number of other recordable
	away from work	restriction	cases
0	0	0	0
(9)	Œ	€	5

## Fotal number of days of job transfer or restriction $\Xi$ Number of Days Total number of days away from work 0 3

Injury and Illness Types	es		
Total number of (M) (1) Injuries	0	(4) Poisonings	
(2) Skin disorders	0	(5) Hearing loss	
(3) Respiratory conditions	0	(6) All other illnesses	

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and compilet and review the collection of information. Persons are not required to respond to the collection of information these estimates or of information. Persons are not required to respond to the collection of information and these estimates or only other species of this data collection, contact. US Department of Labor, OSHA Office of Statistical Analysis, Room N-36-44, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed froms to this office.

## Establishment information

Vour establishment name Double D Electrical & Instrumentation

1321 Earl Drive Suite A 5 State Salt Lake City Street

City

84104

Zip

Industry description (e.g., Manufacture of motor truck trailers)

North American Industrial Classification (NAICS), if known (e.g., 336212) 238210

Employment information (Hyou don't have these figures, see the Worksheet on the next page to estimate.)

8

27493 Total hours worked by all employees last year Annual average number of employees

Sign here

Knowingly falsifying this document may result in a fine.

Leertify that I have examined this document and that to the best of officer accurate, and complete. knowledge the entries

1 27, 2020 Date 5027 Phone 901.978.

Save Input

## STATE OF UTAH DEPARTMENT OF COMMERCE ACTIVE LICENSE

Double D Electrical & Instrumentation,

LLC

1321 EARL DR SALT LAKE CITY UT 84104

11/30/2013

11/30/2025

REFERENCE NUMBER(S), CLASSIFICATIO

328991-5501

Contractor

Section 10. Item C.

B100, E200

DBAs:

None Associated

## IMPORTANT LICENSURE REMINDERS:

- Your license is valid until the expiration date listed on this form.
- Please note the address listed below. This is your public address of record for the division, and all future correspondence from the division will be mailed to this address. If you move, it is your responsibility to notify us directly of the change. Maintaining your current address with us is the easiest way to ensure continuous licensure.
- This license has been issued to the business entity. Any change in the license's original entity structure requires a new license (i.e. DBA to a Corporation, etc.). Please contact the division before you make such changes.

DOUBLE D ELECTRICAL & INSTRUMENTATION, LLC 1321 EARL DR SALT LAKE CITY UT 84104

Please visit our web site at <a href="https://www.dopl.utah.gov">www.dopl.utah.gov</a> should you have any questions in the future.

## STATE OF UTAH DEPARTMENT OF COMMERCE DIVISION OF PROFESSIONAL LICENSING

## **ACTIVE LICENSE**

EFFECTIVE DATE:

11/30/2013

EXPIRATION DATE:

11/30/2025

ISSUED TO:

**Double D Electrical & Instrumentation,** 

LLC

1321 EARL DR

SALT LAKE CITY UT 84104



REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)

328991-5501

Contractor With LRF

DBAs: None Associated

B100, E200

# NOTICE: THIS CERTIFICATE MUST BE POSTED IN A CONSPICUOUS PLACE



# SALT LAKE CITY CORPORATION

CITY I.D. Number: LIC2012-03487

(238210)

THIS IS TO CERTIFY THAT THE HEREIN NAME, HAVING COMPLIED WITH THE ORDINANCE IN FORCE, RELATED TO LICENSES, IS HEREBY LICENSED TO TRANSACT THE BUSINESS OF:

Electrical Contractors and Other Wiring Installation Contractors

Expiration Date: Jul 31, 2024

Commercial License Construction

WITHIN SALT LAKE CITY, UTAH AT THE ADDRESS INDICATED BELOW:

DOUBLE D ELECTRICAL & INSTRUMENTATION INC Salt Lake City, UT 84104 **1321 S EARL DR A** 

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND:







## SCHEDULEA

Current Experience						
Project Name:	Owners Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Vialetto Booster Station	Name: Lehi City	Name: MW Brown	2023	2023 Pump Station	10%	\$475,686.00
	Address: 153 North 100 East	Address:				
	Telephone: 385-201-1000	Telephone: 801-377-1790				
Project Name:	Owners Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
City & County Building	Name: Salt Lake City Corp	Name: ECE Electrical	2024	2024 New Generators and	10%	\$2,873,982.00
Generators	Address: 1530 South West Temple	Address: 332 East 500 South		Switchgear		
	Telephone: 801-483-6900	Telephone:				
Project Name:	Owners Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Magna WRF Influent	Name: Magna Water District	Name: Bowen Collins	2024	2024 Influent Pumps	2%	\$578,402.00
	Address: 3500 S 8885 W	Address: 154 East 14075 South				
	Telephone: 801-250-2118	Telephone: 801-495-2224				
Project Name:	Owners Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
SLCIA CUP Crossover	Name: Salt Lake City Corp	Name: SLC Airport	2024	2024 Power & Climate Control	1%	\$175,000.00
Piping	Address: 1530 South West Temple	Address:				
	Telephone: 801-483-6900	Telephone:				
Project Name:	Owners Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Point of the Mountain	Name: Lehi City	Name: Hansen Allen & Luce	2024	2024 Pump Station	%06	\$167,692.00
Wellhouse	Address: 153 North 100 East	Address:				
	Telephone: 385-201-1000	Telephone: 801-322-2400				
Project Name:	Owners Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Heritage Park	Name: City of Orem	Name: Bowen Collins	2023	2023 Pump Station	20%	\$259,414.00
ř	Address: 1450 West 550 North	Address: 154 East 14075 South				
	Telephone: 801-229-7500	Telephone: 801-495-2224				
Project Name:	Owners Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Cheyenne Water Tank	Name: City of Cheyenne	Name: Trihydro Corp	2023	2023 Tank Pump Station	%06	\$237,519.00
	Address: 2101 O'Neil Ave	Address:				
	Telephone: 307-637-6200	Telephone: 307-745-7474				

## SCHEDULEB

PREVIOUS EXPERIENCE

Project Name:	Owners Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Bountiful City	Name: Bountiful City	Name: Energy Management Corp	2023	2023 Installation of a new	Completed	\$99,708.00
Police Station	Address: 795 S Main St	Address: 501 West 700 South		backup/standby		
Generator	Telephone: 801-298-6128	Telephone: 801-366-4100		250kw generator		
Project Name:	Owners Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Bountiful City	Name: Bountiful City	Name: Energy Management Corp	2023	2023 Installation of a new	Completed	\$117,853.00
Water Department	Address: 795 S Main St	Address: 501 West 700 South		backup/standby		
Generator	Telephone: 801-298-6128	Telephone: 801-366-4100		250kw generator		
Project Name:	Owners Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Bountiful City	Name: Bountiful City	Name: Energy Management Corp	2023	2023 Installation of a new	Completed	\$114,680.00
Streets Department	Address: 795 S Main St	Address: 501 West 700 South		backup/standby		
Generator	Telephone: 801-298-6128	Telephone: 801-366-4100		250kw generator		
Project Name:	Owners Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Bountiful City	Name: Bountiful City	Name: Energy Management Corp	2023	2023 Installation of a new	Completed	\$76,989.00
Water Treatment Building	Address: 795 S Main St	Address: 501 West 700 South		backup/standby		
Generator	Telephone: 801-298-6128	Telephone: 801-366-4100		250kw generator		
Project Name:	Owners Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Salt Lake City	Name: Salt Lake City Corp	Name: Salt Lake City Corp Engineering	2020	2020 Waste Water Lift Station	Completed	\$1,937,015.00
700 S Pump Station	Address: 1530 S West Temple	Address: 1530 S West Temple		including 750kw generator		
	Telephone: 801-483-6900	Telephone: 801-483-6900				

<b>AVAILABLE</b>
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EQUIP
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SCHED

ITEM	PURCHASE DATE	CONDITION	ACQUIRED VALUE
Full list available upon award			
	i d		

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Page 12 of 12

00451 - 12

## Ryan Pack

From:

lori@lmcutah.com

Sent:

Tuesday, December 17, 2024 1:25 PM

To:

Ryan Pack

Subject:

FW: Hyrum City Generator Project

Follow Up Flag:

Flag Status:

Follow up

Completed

Categories:

Hyrum

## Ryan,

It appears that our estimator on the Hyrum Generator Project made an error in his calculations. Our base bid, line item#1 is accurate but line item #2 is incorrect. Therefore, we regretfully request that you pull our bid on this project. We apologize for any inconvenience this has caused yourself or the city and look forward to possible projects in the future.

Thank you,

Lori Reeder, Pres.

Landmark Tompanies, Inc.

(435) 755-7600

Called Matt 12/17/2024
11:30 AM

- NO GENERATOR

-\$ 12,85/LF Single
Conductor

-\$ withdrew Bid

12/17/2024 1:25 PM

## **ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

HYRUM CITY 1900 W 4400 S HYRUM, UT, 84319

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

## ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
  - A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum, Date
12.04.24
·

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information,

- observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

## ARTICLE 4 – BIDDER'S CERTIFICATION

## 4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

## ARTICLE 5 - BASIS OF BID

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

ITEM	DESCRIPTION	Qty	Unit	COST
Gener	rator Removal and Installation			
1	Lump Sum Cost for Hyrum City WWTP Generator: Includes but not limited to: Electrical work, trenching, regarding and paving, installation of new generator and ATS, piping and mechanical installation, site and civil work, conduit and wire, startup and commissioning.	1	L.S.	\$57,952,92
2	Alternate Unit Price (Per Linear Foot) for replacement of parallel cables per Addendum 1 (Not included in Total)  This unit price is to be used in the event of replacement of the existing cables from the MCC main disconnect to the ATS, or the ATS to the Service Entrance Section. The linear cost per foot is to replace all of the conductors in a single 4" conduit (3 phase conductors, 1 Neutral Conductor and 1 Ground Conductor)	1	LF	\$12.95
			TOTAL	97,552.92

The BASIS OF AWARD for the purposes of comparison and determining the apparent low bidder shall be the total of the Base Bid as indicated in the BASE BID table. Award is contingent on the bidder meeting all other requirements and providing the information and supporting documentation required in the Contract Documents.

## ARTICLE 6 - TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

## ARTICLE 7 - ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security;
  - B. List of Proposed Subcontractors;
  - C. List of Proposed Suppliers;
  - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
  - E. Contractor's License No.: 1224932- 9501
  - F. Required Bidder Qualification Statement with supporting data (See Section 1.6). As an indication that the Bidder is acceptably qualified to perform the Work, the Bidder and each Subcontractor identified in Section 1.2, Article 12, paragraph 12.03 shall demonstrate successful completion of at least 3 projects with a scope similar to their respective portions of the Work in the last five years; Defined Terms

Section 10. Item C.

7.02 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

## ARTICLE 8 - BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]
Landmark companies uc
By: [Signature] HOATHON SIMPLY
[Printed name] HUM SIMOW (If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: [Signature]
[Printed name]
Title: MUSICIONT
Submittal Date: 12:13:24
Address for giving notices:
1670 S: Huy 165
Providence, Ut Outside
Telephone Number: 435.745.7600
Contact Name and e-mail address: MCMT DISON
435.755.7600
Bidder's License No.: 12224932-0501

Section 10. Item C.

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## **QUALIFICATIONS STATEMENT**

## THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1.	SUBMITTED BY:	
	Official Name of Firm:	Landmark companies w
	Address:	1670 South Highway 16th Suite 101
		Providence, Wah 64732
2.	SUBMITTED TO:	ttyrum aty
3.	SUBMITTED FOR:	WINTP Generator Druject
	Owner:	Hyrum City
	Project Name:	WWTP Generator
	TYPE OF WORK:	Labor to change out opencrators
4.	CONTRACTOR'S CONTACT IN	IFORMATION
	Contact Person:	Matt olsen
	Title:	astimator
	Phone:	435.755.7600
	Email:	bids@uncutah.com
5.	AFFILIATED COMPANIES:	ſ
	Name:	N/A
	Address:	<del></del>

EJCDC° C-451, Qualifications Statement.

6.	TYPE C	OF ORGANIZATION:		
		SOLE PROPRIETORSHIP		
		Name of Owner:		
		Doing Business As:		
		Date of Organization:		
		PARTNERSHIP		
		Date of Organization:		
		Type of Partnership:		
		Name of General Partner(s):		
			*	
		CORPORATION		
		State of Organization:		
		Date of Organization:		
		Executive Officers:		
		- President:		
		<ul><li>Vice President(s):</li></ul>		
			*	
		- Treasurer:		
		- Secretary:		
	ſχ	LIMITED LIABILITY COMPANY		
	,	State of Organization:	Wtah	
		Date of Organization:	1997	
		Members:	Lori Reeder, Mark Reeder, Typen	Color
				William

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JOINT VENTURE	
Sate of Organization:	
Date of Organization:	
Form of Organization:	
Joint Venture Managing Partner	
- Name:	
- Address:	
- Address.	
Joint Venture Managing Partner	
- Name:	
- Address:	
	·
Joint Venture Managing Partner	
- Name:	
- Address:	
LICENSING	
Jurisdiction:	(Han
Type of License:	6
License Number:	12224932-5501

7.

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Page 3 of 12

		Jurisdiction:			
		Type of License:			
		License Number:			
8.	CERTIFICATIO	INS		CERTIFIED BY:	
		Disadvantage Business E	Enterprise:		
		Minority Business Enterp	prise:		
		Woman Owned Enterpri	ise:		
		Small Business Enterpris	e:		
		Other (	):		
9.	BONDING INF	ORMATION			
		Bonding Company:	United S	tates fire movance	lompani
		Address:	305 Ma	dison Ave	
			Morristau	un. NJ 07960	
		Bonding Agent:	Integrate	d Insurance Solution	15
		Address:	31913.1	Valley St. #200	
			Salt Lake	2 CHy, UT 84109	
			*		
		Contact Name:	Barb St	letton	
		Phone:	901-487-	-3000	
		Aggregate Bonding Capa	acity: <sup>6</sup> 12 mil	lian	
		Available Bonding Capac	city as of date of this	submittal: 10 william	
10.	FINANCIAL IN	FORMATION			
		Financial Institution:	Cache Va	allen Bank	
		Address:	101 N V	nain st	
			Logan,	JT 84313	
		EJCDC* C-45	51, Qualifications Statement.		-

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## LIST OF SUBCONTRACTORS TO BE SUBMITTED WITH BID

Each BIDDER shall list below the name of each subcontractor who will provide labor or a portion of the work or improvement to the contractor for which he will be paid an amount exceeding 5 percent of the prime contractor's total bid.

Work to be Performed	% of Total Contract	Subcontractors Name, Address & License Number
1. Wh		and the state of the first of the state of t
2.		
3.		
4.		
5.		
6.		
7.		
3.		
Э.		
10.		

Note: Additional numbered pages may be attached if necessary.

Section 10. Item C.

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## LIST OF MAJOR EQUIPMENT SUPPLIERS TO BE SUBMITTED WITH BID

Each BIDDER shall list below the name of each supplier/manufacturer who will provide equipment or a portion of the work or improvement to the contractor for which he will be paid an amount exceeding \$20,000.

Equipment/Item to be Furnished	Supplier Name / Manufacturer Name
1. NA	
2.	
3.	
4.	
5.	
6.	*
7.	
8.	
9.	
10.,	

Note: Additional numbered pages may be attached if necessary.

Section 10. Item C.

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### PENAL SUM FORM

### ARTICLE 8 - BID BOND Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable. Landmark Companies, LLC PO BOX 4651 Logan UT 84323 BIDDER (Name and Address): United States Fire Insurance Company SURETY (Name, and Address of Principal Place of Business): 305 Madison Avenue Morristown, NJ 07960 OWNER (Name and Address): Hyrum City, 1900 W 4400 S, Hyrum, UT, 84319 BID Bid Due Date: 12/13/2024 Description (Hyrum City WWTP Generator - 1900 W 4400 S, UT 84319 ): Hyrum City WWTP Generator -Demolition of existing generator and ATS, installation of the owner furnished generator and ATS, regrading and repaving the site. The work is located in Hyrum City, Cache County, Utah. BOND Bond Number: 001 Date: 12/13/2024 5% Five Percent of Bid Penal sum (Words) (Figures) Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative. BIDDER United States Fire Insurance Company Landmark Companies LLC (Seal) (Seal) Bidder's Name and Corporate Seal Surety's Name and Corporate Seal Barbara Shelton By: Signature (Attach Power of Attorney) Signature Lori Reeder Barbara Shelton Print Name Print Name Attorney In fact Managing Member Title **Title** Attest: Signature Title Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

EJCDC® C-430, Bid Bond (Penal Sum Form). Published 2013.

Prepared by the Engineers Joint Contract Documents Committee.

Page 1 of 3

### POWER OF ATTORNEY UNITED STATES FIRE INSURANCE COMPANY PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

12565

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Teri Paulson, Joshua Aldana, Barbara Shelton, Jennifer Fleagle, Gizela Evans, Heather Berry, Melyssa Lott, Brandee Anderson, Allen R. Woods, Jeremiah Dawson, Harlee McEwan, Katherine Allen

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: Unlimited

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 13th day of December, 2024.



State of New Jersey }
County of Morris }

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

On this 13th day of December, 2024, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

ETHAN SCHWARTZ

NOTARY PUBLIC

STATE OF NEW JERSEY

MY COMMISSION EXPIRES 6/25/2029

COMMISSION: #50223171

Ethan Schwartz (Notary Public)

Ethan Schwarts

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the of

day

UNITED STATES FIRE INSURANCE COMPANY
Mehad Colory

Michael C. Fay, Senior Vice President

### PENAL SUM FORM

- 1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
- 2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
- 3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
- 4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- 5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
- 6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
- 7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
- 8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
- 9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
- 10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
- 11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Section 10. Item C.

PENAL SUM FORM

This page is intentionally left blank.

Account Manager: Casse gardner
Phone: 435.755.7600
INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE LAST 3 YEARS
CONSTRUCTION EXPERIENCE:
Current Experience:
List on <b>Schedule A</b> all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).
Previous Experience:
List on <b>Schedule B</b> all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).
Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?
YES NO
If YES, attach as an Attachment details including Project Owner's contact information.
Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?
YES X NO
If YES, attach as an Attachment details including Project Owner's contact information.
Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?
YES NO
If YES, attach as an Attachment details including Project Owner's contact information.
SAFETY PROGRAM:
Name of Contractor's Safety Officer: HOTHON SIMPON
Include the following as attachments:
EJCDC® C-451, Qualifications Statement.

11.

12.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) <u>OSHA No. 500- Log & Summary of Occupational Injuries & Illnesses</u> for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	2020	EMR	1:25
YEAR	2021	EMR	1.25
YEAR	2022	EMR	
YEAR	2003	EMR	NO accordent
YEAR	2024	EMR	NIA

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	.7020	TRFR	1.25
YEAR	2021	TRFR	1.25
YEAR	2022	TRFR	
YEAR	21/23	TRFR	no accidents
YEAR	2024	TRFR	

Total number of man-hours worked for the last 5 Years:

YEAR	2020	TOTAL NUMBER OF MAN-HOURS	46,142
YEAR	2021	TOTAL NUMBER OF MAN-HOURS	65,210
YEAR	2022	TOTAL NUMBER OF MAN-HOURS	59,954
YEAR	2023	TOTAL NUMBER OF MAN-HOURS	56,553
YEAR	2024	TOTAL NUMBER OF MAN-HOURS	46,647

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	2020	DART	1
YEAR	2024	DART	1
YEAR	2022	DART	2_
YEAR	2023	DART (	)
YEAR	2024	DART (	2

### 13. EQUIPMENT:

MAJOR EQUIPMENT:

List on Schedule C all pieces of major equipment available for use on Owner's Project.

I HEREBY	<b>CERTIFY T</b>	HAT THE	INFORMA	NOIT	SUBMITTED	HEREWITH,	INCLUDIN	G ANY	ATTACHI	MENTS,	IS
TRUE TO	THE BEST	OF MY KN	OWLEDG	E ANI	D BELIEF.						

NAME OF ORGANIZATION:

Landmark companies uc

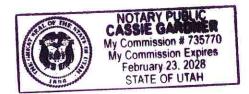
DATED:

### **NOTARY ATTEST:**

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 13 DAY OF DOCOMBER, 2074

NOTARY PUBLIC - STATE OF \_ Ham MY COMMISSION EXPIRES: Feb 23, 2028



### **REQUIRED ATTACHMENTS**

- 1. Schedule A (Current Experience).
- 2. Schedule B (Previous Experience).
- 3. Schedule C (Major Equipment).
- 4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
- 5. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
- 6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
- 7. Required safety program submittals listed in Section 13.
- 8. Additional items as pertinent.

### SCHEDULE A

CURRENT EXPERIENCE						
Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
emergeny generator	Name: CONTONOV Address: Tayloroville, Wt Telephone: 435-230-2000	Nami Company: COWIN CNGINCCTIN Telephone: COVIN CNGINCCTIN	7.1.22	adoution of new emer. generator.	active	194,623
Boallor Armory amergency glandrator	Name: VUKU TU'IFUU Address: TOY(OTVIIIE, UT Telephone: 601-916-999	Name: Company: (CNN CNOINCLANG Telephone: 0001-322-2400	9 9-26-22	Instaliemelgen back up generator		253,027
echo Maint. Shed	Name: MUT DAIRY Address: TAYIONTVIIIE, UT Telephone: 385. 244. 530	Name: SWAN HIGHWI Company: MSR DOSIGN Telephone: 612-375-0336	10.10.24	SNOD	active	1678,380
Boys and Girls	Name: BOYS AGING CLUB Address: 6000, 7005, BYGKA Telephone:	Name: (NACH HTCM)CM Pempany: MTM-WOST ARCH Telephone: 801 - YGA-2787	10-1-24	Renovation of 40,000 Se PT elementary	active	1,099.109
LC abolages come nagen	Name: (WT FTUNCUS Address: TayloTVIIIP, WT Telephone: 435-230-2084	Name: Company: SPUCTYUM ENG Telephone: Gol 328 SISI	12/24	Ruplace existiv Interior light Fixtures	active	51,971
Falcon Inland port	Name: it ah State UNIVERSH Address: 1005 Old MUN HIII Telephone:	Name: Company: SNN/1SQ QNGINQNN Telephone: 435 . SJ3-3734	91.24	orednew	active	346/63
	Name: Address: Telephone:	Name: Company: Telephone:				

EICDC\* C-451, Qualifications Statement.

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SCHEDULE B

see attached

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name:	Name:				
	Address:	Company:				
	Telephone:	Telephone:				
	Name:	Name:				
	Address:	Company:				
	Telephone:	Telephone:				
	Name:	Name:				
	Address:	Company:				
	Telephone:	Telephone:				
	Name:	Name:				
	Address:	Company:				
	Telephone:	Telephone:				
	Name:	Name:				
	Address:	Company:				
	Telephone:	Telephone:				
	Name:	Name:				
	Address:	Company:				
	Telephone:	Telephone:				
	Name:	Name:				
	Address:	Company:				
	Telephone:	Telephone:				

EJCDC\* C-451, Qualifications Statement.

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### STATEMENT OF QUALIFICATIONS

### PAST PROJECTS

Project Name: Willard Bay State Park - Day Use Pond

Improvements/New Campground

Project Address: Willard Bay State Park, UT

Project Owner: DFCM (Utah State Parks)
Contact: Lucas Davis 801-842-8210

Contact: Lucas Davis 801-842-8210

Date Completed: August, 2024

Project Cost: Team \$4,104,000.00 Members: Mark Reeder (PM)

Matt Olsen (Superintendent)

Project Highlights: Construction of a new day use pond at Willard Bay State Park. Including:

clearing, grubbing and excavation for new pond. Project also included installing pavilions, CXT restrooms, new waterline, sewer line and new parking lot.

Project Name: Echo State Park

Project Address: Coalville, UT

Project Owner: DFCM

Contact: Lucas David

Date Completed: July, 2020

Project Cost: \$1,760,000.00

Team Members: Mark Reeder (PM

Mark Reeder (PM), Brock McMullin (Superintendent)

Project Highlights: Construction of new campground. Including: fee station, pathways,

shelters and water sysem.

Project Name: Cache Valley Bank - Hyrum City Branch

Project Address: Hyrum City, UT

Project Owner: Cache Valley Bank

Contact: Gary Olsen 435-760-1180

Date Completed: October, 2021
Project Cost: \$1,281,000.00

Team Members: Tyson Coleman (PM),

Project Highlights: New bank branch built around an early 1900's solid wood grain silo that had to

be disassembled into 3 sections and relocated from its original location.







### Millcreek Youth Center, Ogden, UT

Contract Value: \$156,503.00

Client: DJJS

**Project Highlights:** These were multiple projects completed at the youth center including remodels of interview holding cells, padded room and converted the restrooms to include security grade fixtures and hardware.



### Ogden Court Security Station Renovation, Ogden, UT

Contract Value: \$184,104.48

Client: DFCM/Administration Office of The Courts

**Project Highlights:** This project was the renovation of the existing security desk to include ballistic materials and a new layout. This project was completed while keeping the building running smoothly.



### Bear River Health Department Remodel, Logan, UT

Contract Value: 448,000

Client: Bear River Health Department

Project Highlights: This project consisted of remodels to the lobby and exterior of the Bear River Health Department building located in Logan, UT. The scope of work specifically consisted of demolition, fabricated steel components, carpentry, architectural casework, roof repair, sheet metal flashing, steel doors and frames, glass and glazing, gypsum board systems, metal framing, flooring, acoustical ceilings,



painting, and modifications to modifications the building mechanical, plumbing systems and electrical systems.

### Provo Juvenile Courts/Slate Canyon Youth Center, Provo, UT

Contract Value: \$2,601,128

Client: DFCM/Provo Juvenile Courts

**Project Highlights:** This 18,515-square foot (SF) project consisted of converting the Provo juvenile courts building into a detention center. This project had an administrative side and a detention grade secure side. Landmark worked side by side with the facility to make sure the facility could remain functioning during the entire project.



### Farmington Bay Girls Secure Unit Remodel, Farmington, UT

Contract Value: \$1,109,481.04

Client: DFCM/Department of Human Services/DJJS

Project Highlights: Landmark partnered with The Department of Human Services/DJJS to perform a 4,480-SF interior remodel of a high security girls secure detention unit. Work included removing and replacing all interior finished, toilet and bath fixture, flooring, lighting, and millwork. Landmark worked with the Department of Human Services to ensure the facility remained functioning and secure during the remodel. This included providing background checks for all Landmark and subcontractor personnel that worked on this project. This project was completed with SPE Architects.

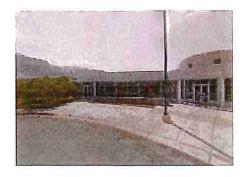


### Farmington 2<sup>nd</sup> District Court Security Entrance Remodel, Farmington, UT

Contract Value: \$163,388

Client: DFCM/Farmington 2<sup>nd</sup> District Court

**Project Highlights:** This project consisted of upgrading the security station at the front entry. The project included framing, storefront, electrical, flooring and exterior bollards. This project was completed with SPE Architect



### SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

ITEM SER OUTACHEE	PURCHASE DATE	CONDITION	ACQUIRED VALUE
		-	
William - Willia			

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	Value		\$79,000.00	\$61,000.00	\$87,498.80	\$99,054.04	\$25,000.00	\$21,174.23	\$21,174.23	\$1,100.00	\$2,105.35	\$320,247.61	\$32,976.09	\$11,550.00	\$280,000.00	\$25,000.00	\$55,000.00
	Year Purchased	Aug-06	12-Sep	14-Jul	18-Sep	Oct-18	May-19	Jun-22	Jun-22	Aug-22	Oct-17	Jan-23	May-19	Aug-19			
	Make		CASECX210	CASE	CAT-305	CAT 279D	230442A		·	Caterpillar	Honda	CAT	Trimble	Trimble		CAT	CAT
Equipment	Serial #		DAC212455	N55038 - 2012 Case CX55B	CR504513	GTL05776	4GNBG1114CB030960	Model# M200048743	Model# M200049187	Serial# A4223BK30431	ebmc 1030216	320-07-HEX20992	Model# T7 AM RD	MS975 / MS975		MJ500136	CAT0259DVFTL17849
	Model	SKIDSTEER SWEEPER	Excavator	Mini Excavator	2018 Mini Excavator	2018 Skid Steer	МИГП QUIP	Scissor Lift	Scissor Lift	Bucket Mini Exc	Honda Generator	CAT Excavator	Trimble GPS Equipment	Trimble GPS Receivers	D6N Dozer	CAT Roller CS54B	CAT Skid Steer 259D
	Year		2006	2012	2018	2018	2012	2021	2021	2022	2017	2019			2018	2013	2018
	Equipment#	e-102	e-103	e-104	e-105	e-106	e-107	e-108	e-109	E-110	e-111	e-112	e-113	e-114	e-115	e-116	e-117

12:31 PM 12/13/24 Accrual Basis

# Landmark Companies LLC Balance Sheet

	Dec 13, 23
ASSETS	
Current Assets	
Checking/Savings	270 027 27
Cache Valley Bank CV Bank -Credit Line	279,837.37 313,362.24
Vendors Paid with Plum AMX	451,260.85
Vendors Pd With Business AMEX	-31,181.55
Vendors Pd With LOWES AMEX	12,967.09
Vendors Pd With Mark's DELTA	7,205.32
Vendors Pd With MR Platinum AME	29,661.40
Total Checking/Savings	1,063,112.72
Accounts Receivable Accounts Receivable	2,878,204.33
Total Accounts Receivable	2,878,204.33
Other Current Assets	
Compact Track Loader 259	52,751.00
Contract Assets	351,477.00
Electrical Scissor Lifts	47,243.73
Inventory	345,899.63
Total Other Current Assets	797,371.36
Total Current Assets	4,738,688.41
Fixed Assets	204 744 00
Accumulated Depreciation Equipment & Vehicles	-284,711.00 540,247.61
Total Fixed Assets	255,536.61
Total Fixed Assets	200,000.01
TOTAL ACCETS	4 004 225 02
TOTAL ASSETS	4,994,225.02
TOTAL ASSETS LIABILITIES & EQUITY Liabilities	4,994,225.02
LIABILITIES & EQUITY	4,994,225.02
LIABILITIES & EQUITY Liabilities Current Liabilities Accounts Payable	
LIABILITIES & EQUITY Liabilities Current Liabilities	1,339,913.51
LIABILITIES & EQUITY Liabilities Current Liabilities Accounts Payable	
LIABILITIES & EQUITY Liabilities Current Liabilities Accounts Payable Accounts Payable	1,339,913.51
LIABILITIES & EQUITY Liabilities Current Liabilities Accounts Payable Accounts Payable Total Accounts Payable Other Current Liabilities C.V.Bline of credit	1,339,913.51 1,339,913.51 16,714.61
LIABILITIES & EQUITY Liabilities Current Liabilities Accounts Payable Accounts Payable Total Accounts Payable Other Current Liabilities C.V.Bline of credit Contract Liabilities	1,339,913.51 1,339,913.51 16,714.61 85,447.00
LIABILITIES & EQUITY Liabilities Current Liabilities Accounts Payable Accounts Payable Total Accounts Payable Other Current Liabilities C.V.Bline of credit Contract Liabilities Payroll Liabilities	1,339,913.51 1,339,913.51 16,714.61 85,447.00 32,252.85
LIABILITIES & EQUITY Liabilities Current Liabilities Accounts Payable Accounts Payable Total Accounts Payable Other Current Liabilities C.V.Bline of credit Contract Liabilities Payroll Liabilities Total Other Current Liabilities	1,339,913.51 1,339,913.51 16,714.61 85,447.00 32,252.85 134,414.46
LIABILITIES & EQUITY Liabilities Current Liabilities Accounts Payable Accounts Payable Total Accounts Payable Other Current Liabilities C.V.Bline of credit Contract Liabilities Payroll Liabilities Total Other Current Liabilities Total Current Liabilities	1,339,913.51 1,339,913.51 16,714.61 85,447.00 32,252.85
LIABILITIES & EQUITY Liabilities Current Liabilities Accounts Payable Accounts Payable Total Accounts Payable Other Current Liabilities C.V.Bline of credit Contract Liabilities Payroll Liabilities Total Other Current Liabilities Total Current Liabilities Long Term Liabilities	1,339,913.51 1,339,913.51 16,714.61 85,447.00 32,252.85 134,414.46 1,474,327.97
LIABILITIES & EQUITY Liabilities Current Liabilities Accounts Payable Accounts Payable Total Accounts Payable Other Current Liabilities C.V.Bline of credit Contract Liabilities Payroll Liabilities Total Other Current Liabilities Total Current Liabilities Long Term Liabilities New Dozer	1,339,913.51 1,339,913.51 16,714.61 85,447.00 32,252.85 134,414.46 1,474,327.97
LIABILITIES & EQUITY Liabilities Current Liabilities Accounts Payable Accounts Payable Total Accounts Payable Other Current Liabilities C.V.Bline of credit Contract Liabilities Payroll Liabilities Total Other Current Liabilities Total Current Liabilities Long Term Liabilities	1,339,913.51 1,339,913.51 16,714.61 85,447.00 32,252.85 134,414.46 1,474,327.97
LIABILITIES & EQUITY Liabilities Current Liabilities Accounts Payable Accounts Payable Total Accounts Payable Other Current Liabilities C.V.Bline of credit Contract Liabilities Payroll Liabilities Total Other Current Liabilities Total Current Liabilities Long Term Liabilities New Dozer New Excavator Note Payable 2016 Dodge	1,339,913.51 1,339,913.51 16,714.61 85,447.00 32,252.85 134,414.46 1,474,327.97 177,500.00 130,270.07
LIABILITIES & EQUITY Liabilities Current Liabilities Accounts Payable Accounts Payable Total Accounts Payable Other Current Liabilities C.V.Bline of credit Contract Liabilities Payroll Liabilities Total Other Current Liabilities Total Current Liabilities Long Term Liabilities New Dozer New Excavator Note Payable 2016 Dodge 2017 Ford F350	1,339,913.51 1,339,913.51 16,714.61 85,447.00 32,252.85 134,414.46 1,474,327.97 177,500.00 130,270.07 12,357.65 5,244.35
LIABILITIES & EQUITY Liabilities Current Liabilities Accounts Payable Accounts Payable Total Accounts Payable Other Current Liabilities C.V.Bline of credit Contract Liabilities Payroll Liabilities Total Other Current Liabilities Total Current Liabilities Long Term Liabilities New Dozer New Excavator Note Payable 2016 Dodge 2017 Ford F350 2019 Dodge	1,339,913.51 1,339,913.51 16,714.61 85,447.00 32,252.85 134,414.46 1,474,327.97 177,500.00 130,270.07 12,357.65 5,244.35 5,641.75
LIABILITIES & EQUITY Liabilities Current Liabilities Accounts Payable Accounts Payable Total Accounts Payable Other Current Liabilities C.V.Bline of credit Contract Liabilities Payroll Liabilities Total Other Current Liabilities Total Current Liabilities Long Term Liabilities Long Term Liabilities New Dozer New Excavator Note Payable 2016 Dodge 2017 Ford F350 2019 Dodge 2019 Ram 3500	1,339,913.51 1,339,913.51 16,714.61 85,447.00 32,252.85 134,414.46 1,474,327.97 177,500.00 130,270.07 12,357.65 5,244.35 5,641.75 25,332.02
LIABILITIES & EQUITY Liabilities Current Liabilities Accounts Payable Accounts Payable Total Accounts Payable Other Current Liabilities C.V.Bline of credit Contract Liabilities Payroll Liabilities Total Other Current Liabilities Total Current Liabilities Long Term Liabilities Long Term Liabilities New Dozer New Excavator Note Payable 2016 Dodge 2017 Ford F350 2019 Dodge 2019 Ram 3500 2020 GMC Sierra	1,339,913.51 1,339,913.51 16,714.61 85,447.00 32,252.85 134,414.46 1,474,327.97 177,500.00 130,270.07 12,357.65 5,244.35 5,641.75 25,332.02 48,289.23
LIABILITIES & EQUITY Liabilities Current Liabilities Accounts Payable Accounts Payable Total Accounts Payable Other Current Liabilities C.V.Bline of credit Contract Liabilities Payroll Liabilities Total Other Current Liabilities Total Current Liabilities Long Term Liabilities Long Term Liabilities New Dozer New Excavator Note Payable 2016 Dodge 2017 Ford F350 2019 Dodge 2019 Ram 3500 2020 GMC Sierra 2020 Ram 2500-1	1,339,913.51 1,339,913.51 16,714.61 85,447.00 32,252.85 134,414.46 1,474,327.97 177,500.00 130,270.07 12,357.65 5,244.35 5,641.75 25,332.02 48,289.23 29,805.67
LIABILITIES & EQUITY Liabilities Current Liabilities Accounts Payable Accounts Payable Total Accounts Payable Other Current Liabilities C.V.Bline of credit Contract Liabilities Payroll Liabilities Total Other Current Liabilities Total Current Liabilities  Total Current Liabilities  Long Term Liabilities  Long Term Liabilities New Dozer New Excavator Note Payable 2016 Dodge 2017 Ford F350 2019 Dodge 2019 Ram 3500 2020 GMC Sierra 2020 Ram 2500-1 2020 Ram 3500-1	1,339,913.51 1,339,913.51 16,714.61 85,447.00 32,252.85 134,414.46 1,474,327.97 177,500.00 130,270.07 12,357.65 5,244.35 5,641.75 25,332.02 48,289.23 29,805.67 32,698.06
LIABILITIES & EQUITY Liabilities Current Liabilities Accounts Payable Accounts Payable Total Accounts Payable Other Current Liabilities C.V.Bline of credit Contract Liabilities Payroll Liabilities Total Other Current Liabilities Total Current Liabilities  Total Current Liabilities  Long Term Liabilities  Long Term Liabilities  New Dozer New Excavator Note Payable 2016 Dodge 2017 Ford F350 2019 Dodge 2019 Ram 3500 2020 GMC Sierra 2020 Ram 2500-1 2020 Ram 3500-1 GPS Equipment 1	1,339,913.51 1,339,913.51 16,714.61 85,447.00 32,252.85 134,414.46 1,474,327.97 177,500.00 130,270.07 12,357.65 5,244.35 5,641.75 25,332.02 48,289.23 29,805.67 32,698.06 4,830.11
LIABILITIES & EQUITY Liabilities Current Liabilities Accounts Payable Accounts Payable Total Accounts Payable Other Current Liabilities C.V.Bline of credit Contract Liabilities Payroll Liabilities Total Other Current Liabilities Total Current Liabilities  Total Current Liabilities  Long Term Liabilities  Long Term Liabilities New Dozer New Excavator Note Payable 2016 Dodge 2017 Ford F350 2019 Dodge 2019 Ram 3500 2020 GMC Sierra 2020 Ram 2500-1 2020 Ram 3500-1 GPS Equipment 1 GPS Equipment 2	1,339,913.51 1,339,913.51 16,714.61 85,447.00 32,252.85 134,414.46 1,474,327.97 177,500.00 130,270.07 12,357.65 5,244.35 5,641.75 25,332.02 48,289.23 29,805.67 32,698.06 4,830.11 2,804.39
LIABILITIES & EQUITY Liabilities Current Liabilities Accounts Payable Accounts Payable Total Accounts Payable Other Current Liabilities C.V.Bline of credit Contract Liabilities Payroll Liabilities Total Other Current Liabilities Total Current Liabilities  Total Current Liabilities  Long Term Liabilities  Long Term Liabilities  New Dozer New Excavator Note Payable 2016 Dodge 2017 Ford F350 2019 Dodge 2019 Ram 3500 2020 GMC Sierra 2020 Ram 2500-1 2020 Ram 3500-1 GPS Equipment 1	1,339,913.51 1,339,913.51 16,714.61 85,447.00 32,252.85 134,414.46 1,474,327.97 177,500.00 130,270.07 12,357.65 5,244.35 5,641.75 25,332.02 48,289.23 29,805.67 32,698.06 4,830.11

Section 10. Item C.

12:31 PM 12/13/24 Accrual Basis

# Landmark Companies LLC Balance Sheet

	Dec 13, 23
Total Note Payable	222,036.35
Total Long Term Liabilities	529,806.42
Total Liabilities	2,004,134.39
Equity	
Common Stock	1,000.00
Dividends Distriputed	-80,876.60
Retained Earnings	1,236,476.03
Net Income	1,833,491.20
Total Equity	2,990,090.63
TOTAL LIABILITIES & EQUITY	4,994,225.02

12:30 PM 12/13/24 Accrual Basis

# Landmark Companies LLC Balance Sheet

	Dec 13, 22
ASSETS Current Assets Checking/Savings	
Cache Valley Bank CV Bank -Credit Line Vendors Paid with Plum AMX Vendors Pd With LOWES AMEX Vendors Pd With Mark's DELTA Vendors Pd With MR Platinum AME	147,615.32 283,285.39 496,628.41 -10,070.89 15,237.70 -18,586.72
Total Checking/Savings	914,109.21
Accounts Receivable Accounts Receivable	1,684,653.62
Total Accounts Receivable	1,684,653.62
Other Current Assets Contract Assets Electrical Scissor Lifts Inventory Undeposited Funds	351,477.00 47,243.73 1,045,899.63 -43,271.74
Total Other Current Assets	1,401,348.62
Total Current Assets	4,000,111.45
Fixed Assets Accumulated Depreciation Equipment & Vehicles	-284,711.00 540,247.61
Total Fixed Assets	255,536.61
TOTAL ASSETS	4,255,648.06
LIABILITIES & EQUITY Liabilities Current Liabilities Accounts Payable Accounts Payable	1,515,800.71
Total Accounts Payable	1,515,800.71
Other Current Liabilities C.V.Bline of credit Contract Liabilities Payroll Liabilities	16,714.61 85,447.00 16,375.54
Total Other Current Liabilities	118,537.15
Total Current Liabilities	1,634,337.86
Long Term Liabilities New Dozer New Excavator Note Payable	207,500.00 189,977.30
2016 Dodge 2017 Ford F350 2019 Dodge 2019 Ram 3500 2020 GMC Sierra 2020 Ram 2500-1 2020 Ram 3500-1 GPS Equipment 1 GPS Equipment 2 Mini Excavator	13,756.04 5,244.35 16,949.80 25,332.02 52,741.77 29,805.67 32,698.06 4,830.11 2,804.39 27,707.94
Skidsteer Total Note Payable	27,325.18
Total Note Payable	∠39,195.33

Section 10. Item C.

12:30 PW 12/13/24 Accrual Basis

## Landmark Companies LLC Balance Sheet

	Dec 13, 22
Total Long Term Liabilities	636,672.63
Total Liabilities	2,271,010.49
. Equity	
Common Stock	1,000.00
Dividends Distriputed	-58,986.30
Retained Earnings	2,024,370.81
Net Income	18,253.06
Total Equity	1,984,637.57
TOTAL LIABILITIES & EQUITY	4,255,648.06

12:31 PM 12/13/24 Accrual Basis

### Landmark Companies LLC **Balance Sheet**

ASSETS Current Assets Checking/Savings Cache Valley Bank Vendors Paid with Plum AMX Vendors Pd With LOWES AMEX Vendors Pd With MR Platinum AME  Total Checking/Savings  Accounts Receivable Accounts Receivable Accounts Receivable Cother Current Assets Electrical Scissor Lifts Undeposited Funds  Total Other Current Assets Equipment & Vehicles  Fixed Assets Equipment & Vehicles  Total Fixed Assets  LIABILITIES & EQUITY Liabilities Current Liabilities Accounts Payable Accounts Payab		Dec 13, 21
Accounts Receivable         1,613,598.40           Total Accounts Receivable         1,613,598.40           Other Current Assets         3,424.00           Electrical Scissor Lifts         3,424.00           Undeposited Funds         79,063.31           Total Other Current Assets         82,487.31           Total Current Assets         1,689,098.68           Fixed Assets         320,247.61           Total Fixed Assets         320,247.61           TOTAL ASSETS         2,009,346.29           LIABILITIES & EQUITY         2,009,346.29           LIABILITIES & EQUITY         2,009,346.29           LIABILITIES & EQUITY         928,845.85           Other Current Liabilities         928,845.85           Other Current Liabilities         129,266.00           Accounts Payable         928,845.85           Other Current Liabilities         15,022.72           Total Other Current Liabilities         1,093,868.57           Long Term Liabilities         1,093,868.57           Long Term Liabilities         378,290.00           Total Long Term Liabilities         633,402.46           Total Liabilities         1,727,271.03           Equity         -129,266.00           Net Income         411,492.20     <	Checking/Savings Cache Valley Bank Vendors Paid with Plum AMX Vendors Pd With LOWES AMEX	131,861.16 -26,525.44
Accounts Receivable         1,613,598.40           Total Accounts Receivable         1,613,598.40           Other Current Assets             Electrical Scissor Lifts             Undeposited Funds         3,424.00             79,063.31           Total Other Current Assets         82,487.31           Total Current Assets         1,689,098.68           Fixed Assets             Equipment & Vehicles         320,247.61           Total Fixed Assets         320,247.61           TOTAL ASSETS         2,009,346.29           LIABILITIES & EQUITY             Liabilities             Current Liabilities             Accounts Payable             Accounts Payable             Accounts Payable             Accounts Payable             Other Current Liabilities             C.V.Bline of credit             Payroll Liabilities             C.V.Bline of credit             Payroll Liabilities             Total Other Current Liabilities             Total Current Liabilities             Total Current Liabilities             PPP Stimulus Loan #2              Total Long Term Liabilities             Accounts Payable             Accounts Payable             Accounts Payable                  Accounts Payable                   Accounts Payable                   Accounts Payable                   Accounts Payable                   Accounts Payable                   Accounts Payable                   Accounts Payable                   Accounts Payable                   Accounts Payable                   Accounts Payable                   Accounts Payable                  Accounts Payable                   Accounts Payable                   Accounts Payable                   Accounts Payable                   Accounts Payable                   Acco	Total Checking/Savings	-6,987.03
Other Current Assets         3,424.00           Undeposited Funds         79,063.31           Total Other Current Assets         82,487.31           Total Current Assets         1,689,098.68           Fixed Assets         320,247.61           Total Fixed Assets         320,247.61           TOTAL ASSETS         2,009,346.29           LIABILITIES & EQUITY         Liabilities           Current Liabilities         Current Liabilities           Accounts Payable         928,845.85           Total Accounts Payable         928,845.85           Other Current Liabilities         129,266.00           Payroll Liabilities         35,756.72           Total Other Current Liabilities         1,093,868.57           Long Term Liabilities         1,093,868.57           Long Term Liabilities         255,112.46           New Excavator         255,112.46           PPP Stimulus Loan #2         378,290.00           Total Long Term Liabilities         633,402.46           Total Liabilities         1,727,271.03           Equity         -129,266.00           Retained Earnings         -150.94           Net Income         411,492.20           Total Equity         282,075.26		1,613,598.40
Electrical Scissor Lifts         3,424.00           Undeposited Funds         79,063.31           Total Other Current Assets         82,487.31           Total Current Assets         1,689,098.68           Fixed Assets         320,247.61           Total Fixed Assets         320,247.61           TOTAL ASSETS         2,009,346.29           LIABILITIES & EQUITY         Liabilities           Current Liabilities         4ccounts Payable           Accounts Payable         928,845.85           Other Current Liabilities         928,845.85           Other Current Liabilities         129,266.00           Payroll Liabilities         15,022.72           Total Other Current Liabilities         165,022.72           Total Current Liabilities         1,093,868.57           Long Term Liabilities         1,093,868.57           Long Term Liabilities         378,290.00           Total Liabilities         1,727,271.03           Equity         -129,266.00           Retained Earnings         -150.94           Net Income         411,492.20           Total Equity         282,075.26	Total Accounts Receivable	1,613,598.40
Total Current Assets         1,689,098.68           Fixed Assets         320,247.61           Total Fixed Assets         320,247.61           TOTAL ASSETS         2,009,346.29           LIABILITIES & EQUITY         Liabilities           Current Liabilities         Accounts Payable           Accounts Payable         928,845.85           Total Accounts Payable         928,845.85           Other Current Liabilities         129,266.00           Payroll Liabilities         15,022.72           Total Other Current Liabilities         1,093,868.57           Long Term Liabilities         1,093,868.57           Long Term Liabilities         1,093,868.57           Long Term Liabilities         1,093,868.57           Total Long Term Liabilities         633,402.46           Total Liabilities         1,727,271.03           Equity         -150,94           Net Income         411,492.20           Total Equity         282,075.26	Electrical Scissor Lifts	
Fixed Assets         320,247.61           Total Fixed Assets         320,247.61           TOTAL ASSETS         2,009,346.29           LIABILITIES & EQUITY         2,009,346.29           LIABILITIES & EQUITY         2,009,346.29           LIABILITIES & EQUITY         2,009,346.29           Liabilities         228,845.85           Current Liabilities         928,845.85           Total Accounts Payable         928,845.85           Other Current Liabilities         129,266.00           Payroll Liabilities         35,756.72           Total Other Current Liabilities         1,093,868.57           Long Term Liabilities         1,093,868.57           Long Term Liabilities         255,112.46           PPP Stimulus Loan #2         378,290.00           Total Long Term Liabilities         633,402.46           Total Liabilities         1,727,271.03           Equity         -129,266.00           Retained Earnings         -150.94           Net Income         411,492.20           Total Equity         282,075.26	Total Other Current Assets	82,487.31
Equipment & Vehicles         320,247.61           Total Fixed Assets         320,247.61           TOTAL ASSETS         2,009,346.29           LIABILITIES & EQUITY         Liabilities           Current Liabilities         928,845.85           Accounts Payable         928,845.85           Total Accounts Payable         928,845.85           Other Current Liabilities         129,266.00           Payroll Liabilities         35,756.72           Total Other Current Liabilities         165,022.72           Total Current Liabilities         1,093,868.57           Long Term Liabilities         255,112.46           New Excavator         255,112.46           PPP Stimulus Loan #2         378,290.00           Total Long Term Liabilities         633,402.46           Total Liabilities         1,727,271.03           Equity         -129,266.00           Retained Earnings         -150.94           Net Income         411,492.20           Total Equity         282,075.26	Total Current Assets	1,689,098.68
TOTAL ASSETS         2,009,346.29           LIABILITIES & EQUITY         Liabilities           Current Liabilities         928,845.85           Accounts Payable         928,845.85           Other Current Liabilities         129,266.00           C.V.Bline of credit         129,266.00           Payroll Liabilities         35,756.72           Total Other Current Liabilities         1,093,868.57           Long Term Liabilities         1,093,868.57           Long Term Liabilities         255,112.46           PPP Stimulus Loan #2         378,290.00           Total Long Term Liabilities         633,402.46           Total Liabilities         1,727,271.03           Equity         -129,266.00           Retained Earnings         -150.94           Net Income         411,492.20           Total Equity         282,075.26		320,247.61
LIABILITIES & EQUITY Liabilities Current Liabilities Accounts Payable Accounts Payable Accounts Payable 928,845.85  Total Accounts Payable 928,845.85  Other Current Liabilities C.V.Bline of credit Payroll Liabilities 129,266.00 Payroll Liabilities 165,022.72  Total Other Current Liabilities 1,093,868.57  Long Term Liabilities New Excavator PPP Stimulus Loan #2  Total Long Term Liabilities 1,727,271.03  Equity Owner's Equity Petained Earnings Net Income 411,492.20  Total Equity 282,075.26	Total Fixed Assets	320,247.61
Liabilities         Current Liabilities           Accounts Payable         928,845.85           Total Accounts Payable         928,845.85           Other Current Liabilities         129,266.00           C.V.Bline of credit         129,266.00           Payroll Liabilities         35,756.72           Total Other Current Liabilities         165,022.72           Total Current Liabilities         1,093,868.57           Long Term Liabilities         255,112.46           PPP Stimulus Loan #2         378,290.00           Total Long Term Liabilities         633,402.46           Total Liabilities         1,727,271.03           Equity         -129,266.00           Retained Earnings         -150.94           Net Income         411,492.20           Total Equity         282,075.26	TOTAL ASSETS	2,009,346.29
Other Current Liabilities         129,266.00           C.V.Bline of credit         35,756.72           Payroll Liabilities         165,022.72           Total Other Current Liabilities         1,093,868.57           Long Term Liabilities         255,112.46           PPP Stimulus Loan #2         378,290.00           Total Long Term Liabilities         633,402.46           Total Liabilities         1,727,271.03           Equity         -129,266.00           Retained Earnings         -150.94           Net Income         411,492.20           Total Equity         282,075.26	Liabilities Current Liabilities Accounts Payable	928,845.85
C.V.Bline of credit       129,266.00         Payroll Liabilities       35,756.72         Total Other Current Liabilities       165,022.72         Total Current Liabilities       1,093,868.57         Long Term Liabilities       255,112.46         New Excavator       255,112.46         PPP Stimulus Loan #2       378,290.00         Total Long Term Liabilities       633,402.46         Total Liabilities       1,727,271.03         Equity       -129,266.00         Retained Earnings       -150.94         Net Income       411,492.20         Total Equity       282,075.26	Total Accounts Payable	928,845.85
Total Current Liabilities         1,093,868.57           Long Term Liabilities         255,112.46           New Excavator         255,112.46           PPP Stimulus Loan #2         378,290.00           Total Long Term Liabilities         633,402.46           Total Liabilities         1,727,271.03           Equity         -129,266.00           Retained Earnings         -150.94           Net Income         411,492.20           Total Equity         282,075.26	C.V.Bline of credit Payroll Liabilities	35,756.72
Long Term Liabilities       255,112.46         New Excavator       255,112.46         PPP Stimulus Loan #2       378,290.00         Total Long Term Liabilities       633,402.46         Total Liabilities       1,727,271.03         Equity       -129,266.00         Retained Earnings       -150.94         Net Income       411,492.20         Total Equity       282,075.26	Total Other Current Liabilities	165,022.72
New Excavator       255,112.46         PPP Stimulus Loan #2       378,290.00         Total Long Term Liabilities       633,402.46         Total Liabilities       1,727,271.03         Equity       -129,266.00         Retained Earnings       -150.94         Net Income       411,492.20         Total Equity       282,075.26	Total Current Liabilities	1,093,868.57
Total Liabilities         1,727,271.03           Equity         -129,266.00           Retained Earnings         -150.94           Net Income         411,492.20           Total Equity         282,075.26	New Excavator	
Equity Owner's Equity Retained Earnings Net Income  Total Equity  -129,266.00 -150.94 411,492.20 -150.94 282,075.26	Total Long Term Liabilities	633,402.46
Owner's Equity       -129,266.00         Retained Earnings       -150.94         Net Income       411,492.20         Total Equity       282,075.26	Total Liabilities	1,727,271.03
No. 186	Owner's Equity Retained Earnings	-150.94
TOTAL LIABILITIES & EQUITY 2,009,346.29	Total Equity	282,075.26
	TOTAL LIABILITIES & EQUITY	2,009,346.29

Section 10. Item C.

STATE OF UTAH
DEPARTMENT OF COMMERCE
ACTIVE LICENSE

Landmark Companies, LLC 1670 S HWY 165 STE 101 PROVIDENCE UT 84332

05/04/2021

EXPIRATION 11/30/2025 REFERENCE NUMBER(S), CLASSIFICATION(S)

12224932-5501

Contractor With LRF

B100, E100, E200, S350

DBAs:

None Associated

### IMPORTANT LICENSURE REMINDERS:

- Your license is valid until the expiration date listed on this form.
- Please note the address listed below. This is your public address of record for the division, and all future correspondence from the division will be mailed to this address. If you move, it is your responsibility to notify us directly of the change. Maintaining your current address with us is the easiest way to ensure continuous licensure.
- This license has been issued to the business entity. Any change in the license's original entity structure requires a new license (i.e. DBA to a Corporation, etc.). Please contact the division before you make such changes.

LANDMARK COMPANIES, LLC 1670 S HWY 165 STE 101 PROVIDENCE UT 84332

Please visit our web site at www.dopl.utah.gov should you have any questions in the future.

# STATE OF UTAH DEPARTMENT OF COMMERCE DIVISION OF PROFESSIONAL LICENSING

### **ACTIVE LICENSE**

EFFECTIVE DATE:

05/04/2021

EXPIRATION DATE:

11/30/2025

ISSUED TO:

Landmark Companies, LLC

1670 S HWY 165 STE 101 PROVIDENCE UT 84332



REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)

12224932-5501

Contractor With LRF

DBAs: None Associated

B100, E100, E200, S350

# panie

### **KEY PERSONNEL**

### MARK REEDER

OWNER

Mark has over 25 years experience in building construction. Mark is an Owner and the Executive Vice President of Landmark Companies. His vast range of projects include: Commercial Buildings, Industrial Complexes, Concrete, Commercial Electrical and General Engineering.

He is personally involved in the bidding process, project management and closeout for all of Landmark Companies projects to ensure each is completed successfully.

A specialized priority of Mark's management objectives is value-engineering. Mr. Reeder has developed an extensive professional network that includes Engineers, Subcontractors, Suppliers and Architects. This provides Mark with the resources to analyze opportunities that will save costs and improve the quality of a project.

Mark is very experienced in Critical Path Method (CPM) scheduling. Mark maintains the general schedule of ongoing projects for Landmark Companies and receives updates from the superintendents to monitor the progress and adjust when necessary. This hands-on approach is a key factor that produced loyal, repeat clients of Landmarks Companies.

Mark is very proud of his achievements that have developed Landmark Companies as a respected General Building Contractor throughout the State of Utah. With his reputation on the line with each job, Mark guarantees the success of each job to be ontime and on-budget.

### **Employment History:**

- Landmark Companies Inc
- TL Johnson Construction
- Worthen Building Construction
- · Peter Kewitt & Sons

### Areas of Expertise:

- Project Value Engineering
- · Project Management
- Work Force Organization
- Business Development
- Public Relations & Community Awareness

### **Experience:**

- · Hillcrest Fire Station
- State Archives-Freeport Bldg. C6 Remodel
- DATC Freeport Center D5 Rehabilitation
- State Office Bldg. 5th Floor Remodel
- Rosewood Village
- Yuba Lake Campground Utility Improvements
- Country Cove
- Wellsville Walking Bridge
- · Cache Valley Bank-North Branch
- Ashton Power Dam Renovation
- Cutler dam Spill Gate Rebuild
- · Cache Title
- Great Salt Lake Marina Complete Electrical
- · Smithfield Armory Remodel
- ATK Promontory Contract Remodels

### **Current Projects:**

- · Willard Bay Day Pond Use Improvements
- Antelope Island Garr Ranch

### **KEY PERSONNEL**

# Companies

### LORI REEDER

### PRESIDENT/OWNER

Lori Reeder co-founded Landmark Companies Inc. in 2007. As President, she is an invaluable asset in the growth and success of Landmark Companies Inc.

Lori is an owner that you want working on your project. She has a sharp eye for design and meticulously scrutinizes every detail. Lori was closely involved with the development and design of several housing projects from 2002-2009. Lori designed and decorated several parade of homes houses as well as managing the sales office for those developments.

Lori has developed a very strong rapport with her clients and tradesmen because she always treats everyone with respect and desires to maintain a long term working relationship with those she works for and with.

In order to provide high quality construction services, Landmark Companies has developed a robust management team. Lori manages the office operations which includes: daily financial monitoring, subcontract procurement, business development, human resources, client relations and marketing.

Some of the recent noteworthy projects completed by Landmark Companies were Smithfield City Library and the Freeport Center jobs in Centerville, UT. The Freeport center jobs consisted of 3 projects that were concurrently in process. The projects involved 2 different owners and accounted for a total contract value over \$2,500,000. Even under the strenuous conditions and limited time frame, all three projects were successfully completed on-schedule and on-budget.

Lori is excited to see what projects she can help complete in the future. In addition to the jobs completed by Landmark Companies, Lori is dedicated to building Landmark Companies into a legacy contractor in Utah.

### **Employment History:**

- · Landmark Companies Inc.
- · Landmark Homes & Development
- E.A Millers

### **Education and Training:**

- · George S. May Business Management
- Utah Community College Studied Interior Design and Business Management
- National Training Seminars Attendee for Small Businesses

### Areas of Expertise:

- Business Development
- Contracts
- Marketing
- Design
- Owner & Client Communications
- · Human Resources
- Cost Estimating

### **Experience:**

- Rosewood Village & Residential Development
- Country Cove Estates
- Virgs Place Development
- State Archives Freeport Bldg. C6 Remodel
- DATC Freeport Center-D5 Remodel
- · State Office Bldg. East 5th Floor Remodel
- · DATC IT Office Remodel
- Yuba Lake Campground Utility Improvements
- · Cache Valley Bank-North Branch
- · Cache Title
- Smithfield Armory Remodel

### **KEY PERSONNEL**

### TYSON COLEMAN

### VICE PRESIDENT/LEWISTON STATE BANK PM

Tyson grew up in the construction industry. He joined Landmark Companies in 1999 at age 15 as a laborer. Tyson spent 9 years gaining experience and knowledge as a Superintendent. He received an electrical journeyman license in 2008 and for the past 5 years has operated as one of Landmark Companies top notch Project Managers.

Tyson has had hands on experience with each and every construction phase from excavation & footings to the final finish and close out phases. Tyson has over 14 years of new construction and remodels. He is familiar with state and local inspectors and is proficient in all local building codes and laws. Tyson has built many relationships with subcontractors, owners and local construction officials.

Most recently Tyson has been the PM on numerous jobs for the Davis Applied Technology College (DATC) contracted through DFCM. Tyson's attention to detail and communication skills have set him apart from other Superintendents. Tyson is very personable and eager to please the client & owner without schedule delays or change orders. Tyson's ability to organize and complete projects on time and within budget has most recently been demonstrated on the DATC Freeport D5 Project. The challenging project had many unforeseen complications with several last minute owner changes. Tyson took the challenge head on and successfully completed the changes on schedule. Tyson was recognized by DATC as well as DFCM as being a key component in the success of the remodel project.

### **Employment History:**

• 1999- Present Landmark Companies Inc.

### **Education and Training:**

- Business Mgmt. course in Managing Multiple Projects, 2-2013
- Course for Fire Systems Stopping, 4-2013
- Course for ARC Flash Electrical Training
- PPE Course, 2011
- · Safety and Hazardous Materials
- Course for work at ATK Promontory Plant, 2009

### Areas of Expertise:

- · International Building Codes
- Electrical
- Knowledge of building methods in all phases of construction

### Licenses/Certifications:

- Electrical License # 5170847-5504
- Certified in communication / networking and security camera installation
- Certified in Fire Alarm Systems

### Experience:

- DATC IT Remodel
- DATC Freeport Center State Archives Bldg. C6 Remodel
- Chase Bank- Complete Electrical
- · Wellsville Walking Bridge
- Great Salt Lake Marina Complete Electrical
- ATK Bunker Remodel
- ATK Electrical Maintenance Contract

### **Current Projects:**

- Provo 4th District Courts Remodel
- Bear Lake UDOT Rest Area Improvements

### STATEMENT OF QUALIFICATIONS

### MATT OLSEN - SUPERINTENDENT

With over fifteen years of experience in the construction industry, Matt brings to the table an extensive record of positive customer interactions and successful project completions. Matt will act as Superintendent on this project. He is familiar with local and state building codes in addition to health regulations. His involvement in managing a variety of projects from start to finish, considerable field background, and exposure to a broad range of construction projects have all provided a great foundation for future undertakings. Comprehensive knowledge of buildings from the ground up coupled with a common-sense, hard work

ethic helps Matt achieve results both in and out of the field. He sets the bar high and holds others to this high level of detail and quality. Consistent communication with subcontractors, city inspectors, and project officials is imperative to the success of any building process; this is Matt's approach to project management.

Matt's knowledge of the construction industry along with his work ethic and responsiveness to client concerns make him well suited for the Echo State Park project.

### RECENT PROJECTS:

- o Bear River Health Dept. Generator 2024
- o SLC Homeless Mini Shelters 2024
- o ASPIRE Inland Port Charger 2024
- o Willard Bay State Park 2023
- o Echo State Park Campground 2022
- Bear Lake Power Line Replacement 2021
- Dead Horse Point State Park 2017

### HEATHER SIMPER - ASSISTANT PROJECT MANAGER/SAFETY MANAGER

Heather has fifteen years of experience in the construction industry. She over sees all subcontractor coordination which includes contracts, insurance information, submittals, and warranties. She assists all Project Managers with RFI, RFP, and Change Order paperwork throughout projects. Heather ensures that all project correspondence from submittals to closeout is handled and completed in a timely manner.

Heather is also over Landmark Companies safety program. She ensures all Project Managers and Superintendents have up to date safety information and conduct onsite safety meetings as necessary.

### RECENT PROJECTS:

- o Willard Bay State Park Current
- o Antelope Island Garr Ranch Current
- o Rosebud Bunkhouse Current
- o Echo Satellite 2020
- o Echo State Park 2019



### **Safety Manual**



### INTRODUCTION

Landmark Companies is committed to providing a safe and healthful work environment for all individuals on our jobsites together with those in the public. This commitment is shown through the active prevention of accidents and near misses. Established company safety policies and safety training, together with continuous review and inspection of job sites enables us to stay ahead of the curve in the area of prevention. We strongly believe in the value of preplanning in order to anticipate rather than being forced to react to hazards. We shall never accept the notion, "accidents happen". OSHA regulations are followed and expected of all employees on the job site, and in many instances Landmark's safety plan exceeds the minimum OSHA requirements. Landmark will not compromise the safety of its employees or subcontractors.

At Landmark Companies, "Safety" does not come "from the top down" or "from the bottom up: it is everyone's responsibility every instant of every day, daily task specific tool box safety meetings, ensures input from employees and subs for any concerns related to specific tasks. This ensures that task specific job safety is first and for most the start of each day. Preplanning, accountability, communication and commitment are the linchpins of our success. Landmark Companies demands employees to return home each day, in at least as good, if not better, a condition as when they arrived at work.

Finally, it is our intent to fulfill the proactive principle of not acknowledging, accepting, or being forced to recognize, that "accidents happen." It must be clear that aggressively maintaining a safe work environment, at all times, is not a choice, it is our culture. Management promotes safety. At Landmark Companies the collective mindset is, "we make it safe to be safe."

### **SCOPE**

This job is located adjacent to US Highway 89. All work within UDOT right-of-way will be performed by contractors certified by the State of Utah with applicable safety training to work within this right-of-way. Landmark is very consciences of the publics safety. Landmark's safety plan will include barriers between any public and work areas to ensure the safety of any transients through active construction area.

Landmark Companies job scope will consist of site work, construction, and carpentry. This includes approval in all testing and passing all inspections and final C of O.

### 1.1 CLOTHING REGULATIONS

- Shirts shall be worn at all times. Sleeveless shirts and tank tops are not permitted.
- Long pants are required.
- Sandals, tennis shoes, or any other soft shoe will not be permitted. Hard sole work boots will be worn.
- Loose fitting clothes and jewelry will not be worn near machinery & grinding operations.

### 2.1 SAFETY INSPECTIONS

 Walk around safety inspections will be conducted at the beginning of each job and at least weekly thereafter by project supervision. These inspections will be documented, and results will be maintained for the duration of the project.

### 3.1 INCIDENT NOTIFICATION

- Employee shall notify job superintendent of all incidents as required by jobsite occupational safety and health plan requirements.
- Incident notifications shall contain, as a minimum, the following information:
  - a) Date, Time and exact location of accident/incident
  - b) Brief narrative of accident/incident (events leading to accident/incident)
  - c) Cause of accident/incident, if known
  - d) Corrective actions (taken or proposed)
  - e) Other pertinent information

### 4.1 PERSONAL PROTECTION EQUIPMENT

- Hard hats shall meet specifications contained in ANSI, Z89.1-1997 and shall be worn at all times.
- Safety eyewear shall meet specifications contained in ANSI, Z87 and shall be worn at all times.
- Work boots will be worn at all times on jobsites. Tennis shoes or similar footwear will not be allowed.
- Other eye and face protection will be required and shall be worn when engaged in such operation as welding, burning, chipping, grinding, handling chemicals.
- Approved hearing and respiratory equipment will be worn when required
- All employees will wear safety harnesses when working six (6) feet or more above the ground when no other
  type of fall protection is provided. The lanyard shall be securely attached to the employee 100% of the time and
  shall allow a maximum fall distance of 6 feet. Safety harnesses will also be worn when working out of extendible
  and articulation boom platforms or suspended scaffolding.
- All employees operating any motor vehicle and any equipment with rollover protection structures while on the project will wear seat belts.

### 5.1 GENERAL MATERIALS HANDLING SAFETY

- All materials stored in tiers shall be stacked, racked, blocked, interlocked, or other-wise secured to prevent sliding, falling or collapse.
- All aisles and pass ways will be kept clear.
- Rigging equipment for material handling will be inspected prior to use on each shift and as necessary during its
  use to ensure that it is safe. Defective rigging equipment will be removed from service.
- All scrap lumber, waste material, and rubbish will be removed from the immediate work area as the work progresses.
- Employees operating motorized equipment will be trained and qualified to operate equipment. Equipment will be maintained in good operating condition and shall be inspected prior to each shift, and after any change in conditions that could cause a malfunction or compromise the safe operation of the equipment.

Landmark Companies

1670 S HWY 165, STE 101, Providence, UT 84332

435-755-7600

### **6.1 HAND AND POWER TOOLS**

- All hand and power tools, whether furnished by Landmark Companies or by the employee, will be maintained in a safe condition, and shall be inspected before use.
- Electric power tools will either be doubled insulated or grounded. All temporary or permanent electric power provided by the owner or others will require the use of portable GFCI protection. If, however, the circuit is tested and found to have GFCI protection built in and its working. The portable unit need not be used.
- Pneumatic power tools will be secured to the hose or whip by some positive means. Tie wire through the safety
  lock holes at the connectors is acceptable. A safety surge valve must be used at the air source.
- All grinding machines will conform to all OSHA and ANSI requirements. Guards and handles may not be removed from grinders. Tools shall only be used for their designed purpose.

### 7.1 COMPRESSED GAS CYLINDERS

- Compressed gas cylinders will be secured in an upright position at all times.
- · When transporting, moving, and storing cylinders, valve protection caps will be in place and secured.
- Valve protection caps will not be used for hoisting cylinders.
- · Cylinders will be kept away or protected from sparks, hot slag, and flames with "No Smoking" signs posted.
- Cylinders will be labeled as to the nature of their contents.
- Oxygen cylinders in storage will be separated from fuel gas cylinders or combustible materials a minimum of 20 feet or by a noncombustible barrier at least five (5) feet high having a fire resistant rating of at least one-half hour. Empty cylinders will be segregated from full cylinders.

### 8.1 SCAFFOLDS

- The erection and dismantle of all scaffolds will only be done under the supervision of a designated competent person.
- Footings or anchorage for any scaffold must be sound, rigid and capable of carrying the maximum intended load without settling or displacement.
- Any part of a scaffold weakened or damaged will be repaired or replaced immediately.
- Unstable objects like concrete block, will not be sued to support scaffolds or planks.
- All scaffold planking must be free of knots and cracks.
- Scaffold planks will be laid tight cleated at both ends or overlapped a minimum of 12 inches. Overlaps to occur
  directly above scaffold platform.
- Safe access must be provided to the scaffold platform.
- Scaffolds must be equipped with a top rail and mid rail. Toe boards will be installed on all open sides and ends of scaffold platforms 6 or more feet above the ground or floor.

### 9.1 EQUIPMENT AND MOTOR VEHICLES

- All equipment must be inspected daily before use by the operator.
- Defective equipment must be repaired or tagged and removed from service ASAP.
- A qualified person must train all operators of construction equipment in the use, safety and proper operation of the equipment.
- All equipment with an obstructed view to the rear must have a reverse signal alarm audible above the surrounding noise level or must have flagman.
- All powered equipment must have at least a 5 pound fire extinguisher.

### 9.2 RIGGING EQUIPMENT

- Rigging equipment shall be inspected prior to initial use, daily before each use, as well as monthly.
- Damaged rigging equipment will be tagged "defective" and removed from service.
- Tag lines will be used on suspended loads.

### **10.1 TREE SAFETY**

- Establish safe zones before working to avoid limbs being trimmed or removed, as well as bad weather conditions.
- Being aware of any power lines and energized objects.
- Properly using the correct equipment such as climbing belts, harnesses, and saddles.
- Maintain and inspect all equipment before each use.

### 11.1 ELECTRICAL

- Landmark Companies uses GFCI's at the source for all power cords.
- Although not anticipated, lockout/tagout procedures will be implemented and followed as needed.
- All portable generators must use ground fault circuit interrupters.
- Do not use Romex wire for extension cords. Never install extension cord plug ends on Romex wire. Assume all electrical wiring is energized.
- · Protect cords from being run over.
- Damaged electrical cords need to be tagged and removed.

### 12.1 LADDERS

- The use of ladders with broken or missing rungs or steps, broken or split rails or other defective construction is prohibited.
- Ladders will extend no less than 36 inches above landing and shall be secured in place.
- Wooden ladders shall not be painted.
- Job built ladders will be constructed to comply with OSHA standards.
- Ladders must be rated for heavy duty or commercial use.
- Keep areas at top and bottom of ladder clear.
- Ladders are to be placed on a sound rigid base.
- Extension ladders shall not be separated.

### 13.1 HOUSEKEEPING

- During the course of construction, all debris and scrap material will be removed from the work area. Glass containers are not permitted.
- Housekeeping is everyone's duty.
- · Garbage and other waste will be disposed of at frequent and regular intervals.
- Flammable and/or combustible material shall be separated from sources of ignition.

### 14.1 FIRST AID AND MEDICAL PROCEDURES

· Each accident and near miss will be reported immediately to the safety department.

- A supervisor is required to transport the injured co-worker to the medical facility. The supervisor is responsible for requesting a substance abuse screening.
- First Aid Kits will be available at all worksites.

### 15.1 FIRE PROTECTION

- "No Smoking, Spark or Open Flames" signs will be posted where, fuels, compressed gasses, or other explosives are located.
- While on the job site, each employee will know all locations for each fire extinguisher.
- Each fire extinguisher will be clearly visible with nothing covering/blocking it's view.
- All Landmark Companies employees will observe fire safety and fire emergency rules established on the project.

### 16.1 RIVER SAFETY

• Employees working over or near water, where the danger of drowning exists, shall be provided with U.S. Coast Guard-approved life jacket or buoyant work vests.

### 17.1 FALL PREVENTION AND PROTECTION EQUIPMENT

- Workers exposed to a potential fall hazard of 6 feet or more must be protected from falls by a type of fall protection (i.e. guardrails) or use fall arrest equipment (i.e. harness and lanyards).
- If fall arrest equipment consisting of a full body harness and shock-absorbing lanyard will be used, this system
  will be attached to an adequate tie off point, to a robe grab or other suitable equipment as determined by the
  designated competent person.
- Fall arrest equipment shall be inspected daily by the user prior to use.
- Fall arrest equipment will be secured to an anchorage point that is capable of supporting 5000 pounds per person attached, or meet the requirements of an engineered system as described by manufacturer.
- It is anticipated that all workers will be protected from falls by either fall protection or fall arrest equipment at all times. If it is deemed that conventional fall protection or fall arrest will not be feasible, a fall protection plan for this site will be created.

### 18.1 FLOOR AND WALL OPENINGS, AND STAIRWAY

- Floor and wall openings will be guarded by a standard guardrail and toe board, or adequately covered with a secured cover that Is also marked to indicate the hazard.
- Guardrails will be sufficient strength to support 200 pounds of pressure when applied at mid span of the guardrail parallel with the floor, and perpendicular to the guardrail.
- Covers will be adequately secured over floor openings to prevent displacement and have a sign attached identifying the hazard.
- Every flight of stairs having four or more risers will be equipped with standard stair railings. Stairs are not to be used until risers and railings are securely installed.

### 19.1 HAZARD COMMUNICATIONS

- All employees are required to receive training in Hazard Communications.
- SDS's are to be located in the general contractor's office or with the superintendent.

Section 10. Item C.

 SDS's clearly spell out the hazards of chemicals in the work place. These sheets are always available for review by any employees or their agent.

### 20.1 DRUG AND ALCOHOL POLICY

The use of illegal drugs or the abuse of legally prescribed drugs or alcoholic beverages by its employees is of utmost concern to Landmark Companies.

- The manufacture, distribution or possession of narcotics, drugs or controlled substances or the
  consumption of alcohol beverages or drugs while on the job or on company property, other than the
  possession of drugs prescribed by a physician, will result in immediate discharge.
- Any employee who is convicted of a drug related crime, which occurred in the employee's work place, must notify the company of such conviction within five (5) days of the conviction.
- Landmark Companies implements the follow drug testing policy: New hire, random, at-cause, post-accident, and DOT.

Employee Signature	Date

### HYRUM CITY CORPORATION COMBINED CASH INVESTMENT NOVEMBER 30, 2024

### COMBINED CASH ACCOUNTS

GENERAL CHECKING ACCT		716,792.36
XPRESS DEPOSIT ACCOUNT		125,577.27
PAYROLL CHECKING ACCOUNT		28,073.52
UNDESIGNATED CASH - PTIF		459,058.03
BANK OF UTAH		2,933,671.42
CACHE VALLEY BANK SAVINGS		12,073,453.29
PTIF SWR DEBT SERVICE #4099		197,654.80
PTIF-SWR O&M RESERVE #4100		239,103.47
UTILITY CASH CLEARING		756.45
TOTAL COMBINED CASH		16,774,140.61
DESIGNATED CASH - SENIOR	(	17,975.65)
DESIGNATED CASH - MUSEUM	(	5,678.97)
DESIGNATED CASH - FIRST RESP.	(	6,050.41)
DESIGNATED CASH - FIRE DEPT	(	244,126.60)
REST CASH-SEWER DEBT SERVICE	(	172,981.20)
REST CASH-SEWER O&M RESERVE	(	233,944.65)
CASH ALLOCATED TO OTHER FUNDS		16,093,383.13)
TOTAL UNALLOCATED CASH	_	.00
CASH ALLOCATION RECONCILIATION		
		970 707 3 <i>4</i>
ALLOCATION TO GENERAL FUND		870,797.34 450,737.08
ALLOCATION TO GENERAL FUND ALLOCATION TO CAPITAL PROJECTS FUND		459,737.08
ALLOCATION TO GENERAL FUND ALLOCATION TO CAPITAL PROJECTS FUND ALLOCATION TO WATER UTILITY FUND		459,737.08 2,571,462.87
ALLOCATION TO GENERAL FUND ALLOCATION TO CAPITAL PROJECTS FUND ALLOCATION TO WATER UTILITY FUND ALLOCATION TO SEWER UTILITY FUND		459,737.08 2,571,462.87 5,272,955.40
ALLOCATION TO GENERAL FUND ALLOCATION TO CAPITAL PROJECTS FUND ALLOCATION TO WATER UTILITY FUND ALLOCATION TO SEWER UTILITY FUND ALLOCATION TO ELECTRIC UTILITY FUND		459,737.08 2,571,462.87 5,272,955.40 4,827,365.07
ALLOCATION TO GENERAL FUND ALLOCATION TO CAPITAL PROJECTS FUND ALLOCATION TO WATER UTILITY FUND ALLOCATION TO SEWER UTILITY FUND ALLOCATION TO ELECTRIC UTILITY FUND ALLOCATION TO IRRIGATION UTILITY FUND		459,737.08 2,571,462.87 5,272,955.40 4,827,365.07 940,265.26
ALLOCATION TO GENERAL FUND ALLOCATION TO CAPITAL PROJECTS FUND ALLOCATION TO WATER UTILITY FUND ALLOCATION TO SEWER UTILITY FUND ALLOCATION TO ELECTRIC UTILITY FUND	(	459,737.08 2,571,462.87 5,272,955.40 4,827,365.07
ALLOCATION TO GENERAL FUND ALLOCATION TO CAPITAL PROJECTS FUND ALLOCATION TO WATER UTILITY FUND ALLOCATION TO SEWER UTILITY FUND ALLOCATION TO ELECTRIC UTILITY FUND ALLOCATION TO IRRIGATION UTILITY FUND ALLOCATION TO STORMWATER FUND	(	459,737.08 2,571,462.87 5,272,955.40 4,827,365.07 940,265.26 1,193,708.52
	XPRESS DEPOSIT ACCOUNT PAYROLL CHECKING ACCOUNT UNDESIGNATED CASH - PTIF BANK OF UTAH CACHE VALLEY BANK SAVINGS PTIF SWR DEBT SERVICE #4099 PTIF-SWR O&M RESERVE #4100 UTILITY CASH CLEARING  TOTAL COMBINED CASH DESIGNATED CASH - SENIOR DESIGNATED CASH - HUSEUM DESIGNATED CASH - FIRST RESP. DESIGNATED CASH - FIRE DEPT REST CASH-SEWER DEBT SERVICE REST CASH-SEWER O&M RESERVE CASH ALLOCATED TO OTHER FUNDS	XPRESS DEPOSIT ACCOUNT PAYROLL CHECKING ACCOUNT UNDESIGNATED CASH - PTIF BANK OF UTAH CACHE VALLEY BANK SAVINGS PTIF SWR DEBT SERVICE #4099 PTIF-SWR O&M RESERVE #4100 UTILITY CASH CLEARING  TOTAL COMBINED CASH DESIGNATED CASH - SENIOR DESIGNATED CASH - HUSEUM DESIGNATED CASH - FIRST RESP. DESIGNATED CASH - FIRE DEPT REST CASH-SEWER DEBT SERVICE REST CASH-SEWER O&M RESERVE CASH ALLOCATED TO OTHER FUNDS  (

ZERO PROOF IF ALLOCATIONS BALANCE

.00

### HYRUM CITY CORPORATION BALANCE SHEET NOVEMBER 30, 2024

### GENERAL FUND

	ASSETS					
10 1010000	CASH IN COMBINED FUND				870,797.34	
	PETTY CASH				400.00	
	ACCTS REC - UTILITIES				128,981.85	
	ACCTS REC - PRIOR PERIOD				67,993.01	
	LEVIED PROP TAXES RECEIVABLE				716,350.00	
	ACCTS REC - CLASS C ROADS				42,481.00	
10-1311997	SALES AND USE TAX RECEIVABLE				499,727.00	
10-1311998	MASS TRANSIT RECEIVABLE				73,337.00	
10-1311999	FRANCHISE TAXES AR				17,362.00	
10-1312000	ALLOW FOR BAD UTILITY ACCOUNTS			(	874.49)	
10-1561100	PPD EXPENSE				178,481.31	
10-1561101	PPD EXPENSE - STAMPS				440.10	
10-1801110	DESIGNATED CASH - SENIOR				17,975.65	
10-1801120	DESIGNATED CASH - MUSEUM				5,678.97	
10-1801130	DESIGNATED CASH - FIRST RESP.				6,050.41	
10-1801140	DESIGNATED CASH - FIRE DEPT				244,126.60	
	TOTAL ASSETS					2,869,307.75
					=	
	LIABILITIES AND EQUITY					
	======================================					
	LIABILITIES					
10 2131000	ACCTS PAY - GENERAL				2 304 30	
	ACCTS PAY - GENERAL  ACCTS PAY - CONTRACTOR DEP				2,394.39 632,609.72	
	ACCTS PAY - PARK DEPOSITS				855.00	
	ACCTS PAY - DISPATCH			(	535.55)	
	ACCTS PAY - OTHER			(	9,146.62	
	ZONING/SUBDIVISION DEPOSITS				342,104.91	
	STATE WITHHOLDING PAYABLE				8,280.45	
	ACCRUED PAYROLL PAYABLE				53,400.00	
	INSURANCE - CITY PORTION				.29	
	DISABILITY INSURANCE PAYABLE				.13	
	WORKER'S COMPENSATION PAYABLE			(	7,693.30)	
	INSURANCE - EMPLOYEE PORTION				.10	
	TRUST INSURANCE-EMPLOYEE			(	66.48)	
10-2240000	UNEARNED PROPERTY TAXES			`	716,350.00	
10-2411050	STATE ASSESSMENT PAYABLE			(	639.18)	
10-2411105	NON-UTILITY SALES TAX			(	464.75)	
	TOTAL					4 === = 40 0=
	TOTAL LIABILITIES					1,755,742.35
	FUND EQUITY					
	UNAPPROPRIATED FUND BALANCE:					
10-2951000	GEN FUND - PRIOR YR UNAPPROP		2,104,650.69			
	GENERAL FUND - DESIGNATED		273,831.63			
.0 200 1000	REVENUE OVER EXPENDITURES - YTD	(	1,264,916.92)			
			.,20.,010.02)			

BALANCE - CURRENT DATE

1,113,565.40

Section 10. Item D.

### HYRUM CITY CORPORATION BALANCE SHEET NOVEMBER 30, 2024

GENERAL FUND

TOTAL FUND EQUITY 1,113,565.40

TOTAL LIABILITIES AND EQUITY 2,869,307.75

### HYRUM CITY CORPORATION REVENUES WITH COMPARISON TO BUDGET FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

### GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	TAXES					
10-3110	GEN PROPERTY TAXES - CURRENT	937.66	2,677.45	1,000,000.00	997,322.55	.3
10-3115	FEE IN LIEU	4,783.63	19,346.66	50,000.00	30,653.34	38.7
10-3120	GEN PROP TAXES - DELINQUENT	42.91	1,346.65	15,000.00	13,653.35	9.0
10-3130	GENERAL SALES TAX	156,072.67	1,026,232.13	2,300,000.00	1,273,767.87	44.6
10-3140	FRANCHISE TAXES	10,149.71	12,464.14	55,000.00	42,535.86	22.7
10-3145	ENERGY SALES AND USE TAX	9,138.86	66,215.03	400,000.00	333,784.97	16.6
10-3150	MASS TRANSIT TAX	.00	.00	350,000.00	350,000.00	.0
	TOTAL TAXES	181,125.44	1,128,282.06	4,170,000.00	3,041,717.94	27.1
	LICENSES AND PERMITS					
10-3210	BUSINESS LICENSES	425.00	1,994.75	23,000.00	21,005.25	8.7
10-3221	BUILDING PERMITS	10,093.88	27,307.54	50,000.00	22,692.46	54.6
10-3225	ANIMAL LICENSES	110.00	447.00	11,000.00	10,553.00	4.1
	TOTAL LICENSES AND PERMITS	10,628.88	29,749.29	84,000.00	54,250.71	35.4
			-			
	INTERGOVERNMENTAL REVENUES					
10-3340	STATE - FEDERAL GRANTS	.00	3,535.00	750,000.00	746,465.00	.5
10-3356	CLASS C ROAD ALLOTMENT	14,056.56	200,566.85	1,200,000.00	999,433.15	16.7
	TOTAL INTERGOVERNMENTAL REVENUES	14,056.56	204,101.85	1,950,000.00	1,745,898.15	10.5
	CHARGES FOR SERVICES					
10-3413	ZONING & SUBDIVISION FEES	1,150.00	23,157.65	50,000.00	26,842.35	46.3
10-3415	SALE OF MAPS & PUBLICATIONS	.00	37.52	1,000.00	962.48	3.8
10-3422	SPECIAL PROTECTIVE SERVICES	.00	19,049.07	165,000.00	145,950.93	11.5
10-3440	SOLID WASTE COLLECTION	95,097.45	458,283.10	1,100,000.00	641,716.90	41.7
10-3441	EMERGENCY MEDICAL SERVICES	17,181.22	85,700.78	210,000.00	124,299.22	40.8
10-3455	ANIMAL CONTROL FEES	.00	3.00	1,000.00	997.00	.3
	RECREATION REVENUES	.00	3,585.00	20,000.00	16,415.00	17.9
10-3474	COMMUNITY PROGRESS REVENUES	.00	.00	2,000.00	2,000.00	.0
10-3475	YOUTH COUNCIL ACTIVITIES	.00	2,474.35	3,000.00	525.65	82.5
10-3476	LIBRARY USE FEES	369.00	3,034.00	70,000.00	66,966.00	4.3
10-3477	ROAD IMPACT FEES	12,464.00	26,486.00	46,800.00	20,314.00	56.6
10-3479	PARK IMPACT FEES	19,953.00	79,812.00	177,400.00	97,588.00	45.0
10-3480	CEMETERY	4,470.00	45,990.00	80,000.00	34,010.00	57.5
10-3490	MISCELLANEOUS	670.06	14,954.93	100,000.00	85,045.07	15.0
	TOTAL CHARGES FOR SERVICES	151,354.73	762,567.40	2,026,200.00	1,263,632.60	37.6

### HYRUM CITY CORPORATION REVENUES WITH COMPARISON TO BUDGET FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

### GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	FINES AND FORFEITURES					
10-3510	COURT FINES	10,159.15	38,867.68	100,000.00	61,132.32	38.9
10-3512	LIBRARY FINES	440.15	2,308.13	6,500.00	4,191.87	35.5
10-3513	PARKING TICKETS	185.00	230.00	950.00	720.00	24.2
	TOTAL FINES AND FORFEITURES	10,784.30	41,405.81	107,450.00	66,044.19	38.5
	MISCELLANEOUS REVENUES					
10-3610	INTEREST EARNINGS	4,389.66	38,546.92	148,800.00	110,253.08	25.9
10-3620	BUILDING & FACILITY RENTS	3,112.00	26,039.50	60,000.00	33,960.50	43.4
10-3622	LIBRARY ROOM RENTAL FEES	10.00	90.00	100.00	10.00	90.0
10-3640	SALE OF FIXED ASSETS	.00	23,000.00	35,000.00	12,000.00	65.7
10-3650	SALE OF MATERIAL & SUPPLIES	460.00	808.01	10,000.00	9,191.99	8.1
10-3651	SALE OF LIBRARY MAT'L & BOOKS	62.75	620.25	1,000.00	379.75	62.0
10-3652	LIBRARY COPY & LAMINATING FEES	173.15	988.95	2,000.00	1,011.05	49.5
	TOTAL MISCELLANEOUS REVENUES	8,207.56	90,093.63	256,900.00	166,806.37	35.1
	CONTRIBUTIONS AND TRANSFERS					
10-3870	CONTRIBUTIONS - PRIVATE	656.60	2,688.10	10,000.00	7,311.90	26.9
10-3871	CONTRIBUTIONS - SR. CIT. TRIPS	53.00	279.00	5,000.00	4,721.00	5.6
10-3872	CONTRIBUTIONS - NEW LIBRARY	.00	.00	2,000.00	2,000.00	.0
10-3874	DONATIONS - ELITE HALL	.00	.00	10,000.00	10,000.00	.0
10-3875	CONTRIBUTIONS - MUSEUM	.00	20,000.00	10,000.00	( 10,000.00)	200.0
10-3876	CONTRIBUTIONS - MISC.	719.53	1,843.59	7,000.00	5,156.41	26.3
10-3891	CONTRIBUTIONS - DESIGNATED GF	.00	.00	42,000.00	42,000.00	.0
10-3893	TRANS FM/TO GEN FUND UNAPPROP	.00	.00	1,097,820.00	1,097,820.00	.0
	TOTAL CONTRIBUTIONS AND TRANSFERS	1,429.13	24,810.69	1,183,820.00	1,159,009.31	2.1
	TOTAL FUND REVENUE	377,586.60	2,281,010.73	9,778,370.00	7,497,359.27	23.3

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CITY COUNCIL					
10-4110-110	SALARY & WAGES	2,500.00	12,500.00	33,000.00	20,500.00	37.9
10-4110-130	EMPLOYEE BENEFITS	191.25	956.25	3,100.00	2,143.75	30.9
10-4110-230	TRAVEL & MEETINGS	.00	3,871.82	10,000.00	6,128.18	38.7
10-4110-510	INSURANCE	.00	.00	550.00	550.00	.0
10-4110-610	MISCELLANEOUS	.00	179.55	600.00	420.45	29.9
	TOTAL CITY COUNCIL	2,691.25	17,507.62	47,250.00	29,742.38	37.1
	J. P. COURT					
10-4120-110	SALARY & WAGES	4,658.54	21,726.36	85,500.00	63,773.64	25.4
10-4120-115	OVERTIME	.00	.00	100.00	100.00	.0
10-4120-130	EMPLOYEE BENEFITS	745.57	3,603.91	12,000.00	8,396.09	30.0
10-4120-210	BOOKS, SUBSCRIP & MEMBERSHIPS	.00	64.35	700.00	635.65	9.2
10-4120-230	TRAVEL & TRAINING	.00	835.56	4,000.00	3,164.44	20.9
10-4120-240	OFFICE SUPPLIES & EXPENSE	.00	.00	1,500.00	1,500.00	.0
10-4120-250	EQUIP SUPPLIES & MAINTENANCE	.00	251.46	2,400.00	2,148.54	10.5
10-4120-280	TELEPHONE	20.02	80.08	1,000.00	919.92	8.0
10-4120-510	INSURANCE	.00	.00	1,050.00	1,050.00	.0
10-4120-620	WITNESS, JURY & BALIFF FEES	838.00	3,686.50	14,000.00	10,313.50	26.3
	TOTAL J. P. COURT	6,262.13	30,248.22	122,250.00	92,001.78	24.7
	MAYOR					
10-4130-110	SALARY & WAGES	448.75	2,243.75	18,400.00	16,156.25	12.2
10-4130-130	EMPLOYEE BENEFITS	45.92	229.60	5,600.00	5,370.40	4.1
10-4130-210	BOOKS, SUBSCRIP & MEMBERSHIPS	.00	.00	500.00	500.00	.0
10-4130-230	TRAVEL & MEETINGS	29.07	1,065.26	4,500.00	3,434.74	23.7
10-4130-240	OFFICE SUPPLIES & EXPENSE	.00	.00	100.00	100.00	.0
10-4130-280	TELEPHONE	2.50	12.50	50.00	37.50	25.0
10-4130-510	INSURANCE	.00	.00	300.00	300.00	.0
10-4130-610	MISCELLANEOUS	.00	54.76	600.00	545.24	9.1
	TOTAL MAYOR	526.24	3,605.87	30,050.00	26,444.13	12.0

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ADMINISTRATION					
10-4140-110	SALARY & WAGES	5,879.69	30,201.00	90,400.00	60,199.00	33.4
10-4140-115	OVERTIME	725.44	3,302.18	3,000.00	( 302.18)	110.1
10-4140-130	EMPLOYEE BENEFITS	1,959.94	9,939.74	17,700.00	7,760.26	56.2
10-4140-210	BOOKS, SUBSCRIP & MEMBERSHIPS	125.00	555.00	1,000.00	445.00	55.5
10-4140-220	PUBLIC NOTICES	.00	551.25	1,000.00	448.75	55.1
10-4140-230	TRAVEL & TRAINING	.00	2,760.67	2,500.00	( 260.67)	110.4
10-4140-240	OFFICE SUPPLIES & EXPENSE	398.68	1,776.96	6,500.00	4,723.04	27.3
10-4140-250	EQUIP SUPPLIES & MAINTENANCE	129.33	1,799.13	6,500.00	4,700.87	27.7
10-4140-280	TELEPHONE	174.12	1,080.61	2,000.00	919.39	54.0
10-4140-285	INTERNET SERVICE	.00	.00	1,000.00	1,000.00	.0
10-4140-310	PROFESSIONAL SERVICES	5,529.37	22,735.68	60,000.00	37,264.32	37.9
10-4140-510	INSURANCE & BONDS	.00	.00	2,350.00	2,350.00	.0
10-4140-610	MISCELLANEOUS	126.36	126.36	500.00	373.64	25.3
	TOTAL ADMINISTRATION	15,047.93	74,828.58	194,450.00	119,621.42	38.5
	NON DEPARTMENTAL					
10-4150-210	MEMBERSHIPS	.00	6,239.99	6,000.00	( 239.99)	104.0
10-4150-220	PUBLIC NOTICES	.00	.00	7,000.00	7,000.00	.0
10-4150-310	PROFESSIONAL SERVICES	1,309.65	4,212.51	5,000.00	787.49	84.3
10-4150-510	INSURANCE & BONDS		.00	200.00	200.00	
	TOTAL NON DEPARTMENTAL	1,309.65	10,452.50	18,200.00	7,747.50	57.4
	GENERAL GOVERNMENT BUILDINGS					
10-4160-110	SALARY & WAGES	1,275.89	5,951.64	35,200.00	29,248.36	16.9
10-4160-110	EMPLOYEE BENEFITS	178.55	901.09	17,700.00	16,798.91	5.1
10-4160-150	EQUIP SUPPLIES & MAINTENANCE	.00	82.24	2,000.00	1,917.76	4.1
10-4160-260	BLDG & GROUNDS SUP & MAINT	650.83	10,430.36	35,000.00	24,569.64	29.8
10-4160-270	UTILITIES	545.64	703.66	13,000.00	12,296.34	5.4
10-4160-310	CONTRACT SERVICES	295.80	1,055.73	6,000.00	4,944.27	17.6
10-4160-510	INSURANCE	.00	.00	10,250.00	10,250.00	.0
10-4160-610	MISCELLANEOUS	.00	.00	1,000.00	1,000.00	.0
10-4160-620	MISCELLANEOUS SERVICES	180.00	720.00	1,500.00	780.00	48.0
10-4160-020	BUILDING IMPROVEMENTS	3,739.63	83,049.63	294,000.00	210,950.37	28.3
10 1100 120	BOLDING IIII NOVEILENTO					
	TOTAL GENERAL GOVERNMENT BUILDINGS	6,866.34	102,894.35	415,650.00	312,755.65	24.8
	ELECTION					
10-4170-220	PUBLIC NOTICES	.00	.00	500.00	500.00	.0
	TOTAL ELECTION	.00	.00	500.00	500.00	.0

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PLANNING COMMISSION					
10-4180-110	SALARY & WAGES	2 422 47	4F F20 00	149 100 00	122 F71 02	10.5
10-4180-110	OVERTIME	3,123.47 159.98	15,528.98 518.15	148,100.00 200.00	132,571.02 ( 318.15)	259.1
10-4180-113	EMPLOYEE BENEFITS	893.32	4,468.07	70,100.00	65,631.93	6.4
10-4180-130	BOOKS, SUBSCRIP & MEMBERSHIPS	320.08	845.08	.00	( 845.08)	.0
10-4180-210	PUBLIC NOTICES	.00	68.31	1,000.00	931.69	6.8
10-4180-220	TRAVEL & TRAINING	209.10	625.98	2,500.00	1,874.02	25.0
10-4180-240	OFFICE SUPPLIES & EXPENSE	.00	50.58	200.00	149.42	25.3
10-4180-250	EQUIPMENT SUPPLIES & MAINTENAN	168.84	568.13	1,800.00	1,231.87	31.6
10-4180-280	TELEPHONE	42.80	192.42	800.00	607.58	24.1
10-4180-310	PROFESSIONAL SERVICES	.00	3,545.00	190,000.00	186,455.00	1.9
10-4180-510	INSURANCE	.00	.00	900.00	900.00	.0
10-4180-740	EQUIPMENT	.00	7,862.00	.00	( 7,862.00)	.0
	TOTAL PLANNING COMMISSION	4,917.59	34,272.70	415,600.00	381,327.30	8.3
	LAW ENFORCEMENT					
10-4210-310	CONTRACT SERVICES	.00	147,627.00	295,500.00	147,873.00	50.0
	TOTAL LAW ENFORCEMENT	.00	147,627.00	295,500.00	147,873.00	50.0
	EMERGENCY MANAGMENT SERVICES					
10-4212-110	SALARY & WAGES	.00	.00	5,900.00	5,900.00	.0
10-4212-130	EMPLOYEE BENEFITS	.00	.00	1,000.00	1,000.00	.0
10-4212-220	PUBLIC NOTICES	.00	.00	100.00	100.00	.0
10-4212-230	TRAVEL & TRAINING	.00	70.25	1,000.00	929.75	7.0
10-4212-240	OFFICE SUPPLIES & EXPENSE	.00	.00	200.00	200.00	.0
10-4212-250	EQUIP SUPPLIES & MAINTENANCE	.00	597.72	2,000.00	1,402.28	29.9
10-4212-310	PROFESSIONAL SERVICES	.00	88,948.78	190,000.00	101,051.22	46.8
10-4212-510	INSURANCE	.00	.00	200.00	200.00	.0
10-4212-610	MISCELLANEOUS	.00	.00	200.00	200.00	.0
10-4212-740	EQUIPMENT	.00	.00	5,000.00	5,000.00	.0
	TOTAL EMERGENCY MANAGMENT SERVICE	.00	89,616.75	205,600.00	115,983.25	43.6

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	FIRST RESPONDERS					
10-4215-110	SALARY & WAGES	.00	17,868.00	25,000.00	7,132.00	71.5
10-4215-130	EMPLOYEE BENEFITS	.00	1,367.47	2,700.00	1,332.53	50.7
10-4215-210	BOOKS, SUBSCRIP & MEMBERSHIPS	.00	.00	200.00	200.00	.0
10-4215-230	TRAVEL & TRAINING	3,542.77	5,122.77	10,800.00	5,677.23	47.4
10-4215-240	OFFICE SUPPLIES & EXPENSE	.00	.00	150.00	150.00	.0
10-4215-250	EQUIP SUPPLIES & MAINTENANCE	.00	1,207.77	6,000.00	4,792.23	20.1
10-4215-280	TELEPHONE	.00	.00	1,200.00	1,200.00	.0
10-4215-310	PROFESSIONAL SERVICES	.00	.00	300.00	300.00	.0
10-4215-510	INSURANCE	.00	.00	4,600.00	4,600.00	.0
10-4215-610	MISCELLANEOUS	.00	.00	400.00	400.00	.0
10-4215-740	EQUIPMENT	.00	.00	5,000.00	5,000.00	.0
	TOTAL FIRST RESPONDERS	3,542.77	25,566.01	56,350.00	30,783.99	45.4
	FIRE DEPARTMENT					
10-4220-110	SALARY & WAGES	.00	69,864.80	60,200.00	( 9,664.80)	116.1
10-4220-110	EMPLOYEE BENEFITS	.00	5,344.65	3,600.00		148.5
10-4220-130	BOOKS, SUBSCRIP & MEMBERSHIPS	.00	1,130.00	1,000.00	,	113.0
10-4220-210	TRAVEL & TRAINING	.00 149.75			(	20.0
10-4220-230	OFFICE SUPPLIES & EXPENSE	.00	2,999.83 .00	15,000.00 500.00	12,000.17 500.00	
10-4220-240	EQUIP SUPPLIES & MAINTENANCE	4,242.25	31,008.97	25,000.00		.0 124.0
10-4220-250	BLDG & GROUNDS SUPPLIES & MAIN	332.30	812.30	25,000.00	( 6,008.97) 1,687.70	32.5
10-4220-200	UTILITIES	133.25	363.48	9,000.00	8,636.52	4.0
10-4220-270	TELEPHONE	60.06	240.24	2,500.00	2,259.76	9.6
10-4220-285	INTERNET SERVICE	.00	.00	1,600.00	1,600.00	.0
10-4220-203	PROFESSIONAL SERVICES	.00	68,997.75	129,000.00	60,002.25	53.5
10-4220-510	INSURANCE	.00	.00	22,000.00	22,000.00	.0
10-4220-610	MISCELLANEOUS	.00	101.50	1,500.00	1,398.50	6.8
10-4220-740	EQUIPMENT	.00	10,714.56	10,000.00	( 714.56)	107.2
	TOTAL FIRE DEPARTMENT	4,917.61	191,578.08	283,400.00	91,821.92	67.6
	ANIMAL CONTROL					
10-4253-110	SALARY & WAGES	1,567.80	7,211.88	38,900.00	31,688.12	18.5
10-4253-130	EMPLOYEE BENEFITS	119.93	551.69	3,600.00	3,048.31	15.3
10-4253-210	MEMBERSHIPS	.00	.00	80.00	80.00	.0
10-4253-220	PUBLIC NOTICES	.00	.00	100.00	100.00	.0
10-4253-230	TRAVEL & TRAINING	.00	.00	3,500.00	3,500.00	.0
10-4253-250	EQUIP SUPPLIES & MAINTENANCE	.00	.00	1,000.00	1,000.00	.0
10-4253-280	TELEPHONE	40.00	200.00	1,000.00	800.00	20.0
10-4253-310	PROFESSIONAL SERVICES	.00	.00	3,500.00	3,500.00	.0
10-4253-480	SPECIAL DEPARTMENTAL SUPPLIES	277.03	277.03	350.00	72.97	79.2
10-4253-510	INSURANCE	.00	.00	500.00	500.00	.0
10-4253-620	MISCELLANEOUS SERVICES	.00	.00	490.00	490.00	.0
	TOTAL ANIMAL CONTROL	2,004.76	8,240.60	53,020.00	44,779.40	15.5

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ROADS					
10-4410-110	SALARY & WAGES	5,198.66	24,038.27	101,800.00	77,761.73	23.6
10-4410-115	OVERTIME	665.98	1,058.71	10,000.00	8,941.29	10.6
10-4410-120	SEASONAL/TEMPORARY EMPLOYEES	.00	.00	9,000.00	9,000.00	.0
10-4410-130	EMPLOYEE BENEFITS	1,925.84	8,654.69	65,500.00	56,845.31	13.2
10-4410-230	TRAVEL	.00	.00	2,000.00	2,000.00	.0
10-4410-240	OFFICE SUPPLIES & EXPENSE	.00	.00	100.00	100.00	.0
10-4410-250	EQUIP SUPPLIES & MAINTENANCE	8,971.93	20,751.69	45,000.00	24,248.31	46.1
10-4410-260	BLDG & GROUNDS SUP & MAINT	.00	309.00	5,000.00	4,691.00	6.2
10-4410-280	TELEPHONE	43.75	218.75	800.00	581.25	27.3
10-4410-310	PROFESSIONAL SERVICES	3,532.50	25,556.50	2,500.00	( 23,056.50)	1022.3
10-4410-410	ROAD MAINTENANCE	5,369.15	48,430.87	70,000.00	21,569.13	69.2
10-4410-450	PUBLIC SAFETY SUPPLIES	.00	.00	60,000.00	60,000.00	.0
10-4410-480	SIDEWALK CONST & MAINT	3,146.61	32,713.05	235,000.00	202,286.95	13.9
10-4410-481	STREET TREE MAINTENANCE	6,410.00	16,430.00	30,000.00	13,570.00	54.8
10-4410-482	CURB & GUTTER CONST & MAINT	13,833.00	90,511.28	100,000.00	9,488.72	90.5
10-4410-510	INSURANCE	.00	.00	14,400.00	14,400.00	.0
10-4410-610	MISCELLANEOUS SUPPLIES	.00	.00	500.00	500.00	.0
10-4410-720	BUILDING IMPROVEMENTS	.00	.00	525,000.00	525,000.00	.0
10-4410-740	EQUIPMENT	105,278.34	550,101.99	551,500.00	1,398.01	99.8
10-4410-750	OTHER IMPROVEMENTS	272,398.98	453,839.82	1,495,000.00	1,041,160.18	30.4
	TOTAL ROADS	426,774.74	1,272,614.62	3,323,100.00	2,050,485.38	38.3
	SOLID WASTE COLLECTION					
10-4420-240	OFFICE SUPPLIES & EXPENSE	.00	.00	3,000.00	3,000.00	.0
10-4420-310	CONTRACT SERVICES	94,038.98	352,694.73	980,000.00	627,305.27	36.0
10-4420-311	COMMUNITY CLEAN UP	.00	.00	8,000.00	8,000.00	.0
	TOTAL SOLID WASTE COLLECTION	94,038.98	352,694.73	991,000.00	638,305.27	35.6
	SHOP					
10-4440-130	EMPLOYEE BENEFITS	.00	.00	9,900.00	9,900.00	.0
10-4440-250	EQUIP SUPPLIES & MAINTENANCE	169.16	1,020.66	11,000.00	9,979.34	9.3
10-4440-280	TELEPHONE	.00	.00	600.00	600.00	.0
10-4440-480	SPECIAL DEPARTMENTAL SUPPLIES	.00	257.91	1,000.00	742.09	25.8
10-4440-510	INSURANCE	.00	.00	700.00	700.00	.0
10-4440-610	MISCELLANEOUS	.00	.00	100.00	100.00	.0
	TOTAL SHOP	169.16	1,278.57	23,300.00	22,021.43	5.5

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PARKS					
10-4510-110	SALARY & WAGES	6,988.41	158,383.04	186,200.00	27,816.96	85.1
10-4510-115	OVERTIME	539.66	2,846.59	4,000.00	1,153.41	71.2
10-4510-120	SEASONAL/TEMPORARY EMPLOYEES	.00	16,549.94	50,000.00	33,450.06	33.1
10-4510-130	EMPLOYEE BENEFITS	3,644.17	40,144.84	95,200.00	55,055.16	42.2
10-4510-230	TRAVEL & TRAINING	685.00	685.00	300.00	( 385.00)	228.3
10-4510-250	EQUIPMENT SUPPLIES & MAINT	1,906.85	11,513.57	23,700.00	12,186.43	48.6
10-4510-252	CLOTHING AND PPC	.00	683.10	1,300.00	616.90	52.6
10-4510-260	BLDG & GROUNDS SUP & MAINT	1,480.02	42,381.14	70,000.00	27,618.86	60.5
10-4510-280	TELEPHONE	25.00	211.13	1,200.00	988.87	17.6
10-4510-310	PROFESSIONAL SERVICES	.00	51,447.74	75,000.00	23,552.26	68.6
10-4510-510	INSURANCE	.00	.00	11,000.00	11,000.00	.0
10-4510-610	MISCELLANEOUS SUPPLIES	75.40	970.07	400.00	( 570.07)	242.5
10-4510-620	MISCELLANEOUS SERVICES	.00	.00	500.00	500.00	.0
10-4510-720	BUILDING IMPROVEMENTS	.00	.00	73,000.00	73,000.00	.0
10-4510-730	PARK IMPROVEMENTS	10,148.80	439,712.11	475,000.00	35,287.89	92.6
10-4510-740	EQUIPMENT	.00	84,911.72	103,500.00	18,588.28	82.0
	TOTAL PARKS	25,493.31	850,439.99	1,170,300.00	319,860.01	72.7
	ENGINEERING					
10-4550-110	SALARY & WAGES	2,288.75	12,252.58	57,000.00	44,747.42	21.5
10-4550-115	OVERTIME	266.65	863.61	.00	( 863.61)	.0
10-4550-130	EMPLOYEE BENEFITS	1,015.04	5,154.29	22,500.00	17,345.71	22.9
10-4550-210	BOOKS, SUBS & MEMBERSHIP	.00	.00	1,500.00	1,500.00	.0
10-4550-230	TRAVEL & MEETINGS	.00	.00	1,500.00	1,500.00	.0
10-4550-240	OFFICE SUPPLIES & EXPENSE	.00	.00	100.00	100.00	.0
10-4550-250	EQUIP SUPPLIES & MAINTENANCE	.00	134.39	10,000.00	9,865.61	1.3
10-4550-280	TELEPHONE	24.05	98.67	700.00	601.33	14.1
10-4550-310	PROFESSIONAL SERVICES	.00	2,350.00	5,000.00	2,650.00	47.0
10-4550-510	INSURANCE	.00	.00	1,900.00	1,900.00	.0
10-4550-610	MISCELLANEOUS	.00	.00	50.00	50.00	.0
			-			
	TOTAL ENGINEERING	3,594.49	20,853.54	100,250.00	79,396.46	20.8

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	RECREATION					
40 4504 440	CALADY & WACES	00	00	55 400 00	FF 400 00	0
10-4561-110	SALARY & WAGES	.00	.00	55,100.00	55,100.00	.0
10-4561-120	SEASONAL/TEMPORARY EMPLOYEES	.00	10,016.00	9,700.00	( 316.00)	103.3
10-4561-130	EMPLOYEE BENEFITS	.00	766.22	38,300.00	37,533.78	2.0
10-4561-220	PUBLIC NOTICES OFFICE SUPPLIES & EXPENSE	.00	.00	500.00	500.00	.0
10-4561-240	******	.00	59.62	1,000.00	940.38	6.0
10-4561-250 10-4561-480	EQUIPMENT SUPPLIES & EXPENSE SPECIAL DEPARTMENTAL SUPPLIES	.00	58.44	7,000.00	6,941.56	.8
		.00	64.25	13,000.00	12,935.75	.5
10-4561-481	FIELD PREPARATION SUPPLIES	.00	.00	30,000.00	30,000.00	.0
10-4561-510	INSURANCE	.00	.00	3,000.00	3,000.00	.0
10-4561-609	TOURNAMENT REGISTRATION	.00	.00	1,000.00	1,000.00	.0
10-4561-610	MISCELLANEOUS SUPPLIES	.00	( 1.00)	800.00	801.00	( .1)
10-4561-620	MISCELLANEOUS SERVICES	.00	( 30.00)	10,000.00	10,030.00	( .3)
	TOTAL RECREATION	.00	10,933.53	169,400.00	158,466.47	6.5
	MUSEUM					
10-4562-110	SALARY & WAGES	5,582.60	26,982.17	62,000.00	35,017.83	43.5
10-4562-130	EMPLOYEE BENEFITS	1,045.61	5,001.42	12,000.00	6,998.58	41.7
10-4562-210	BOOKS, SUBSCRIP & MEMBERSHIPS	.00	545.35	650.00	104.65	83.9
10-4562-220	MUSEUM PROMOTION	49.66	943.67	800.00	( 143.67)	118.0
10-4562-230	TRAVEL	339.65	1,509.82	3,000.00	1,490.18	50.3
10-4562-240	OFFICE SUPPLIES	.00	304.85	600.00	295.15	50.8
10-4562-250	EQUIP SUPPLIES & MAINTENANCE	446.95	446.95	750.00	303.05	59.6
10-4562-260	BLDG & GRNDS SUPPLIES & MAINT	.00	172.45	100.00	( 72.45)	172.5
10-4562-280	TELEPHONE	52.00	364.00	650.00	286.00	56.0
10-4562-480	MUSEUM ARTIFACTS & MATERIALS	.00	.00	1,000.00	1,000.00	.0
10-4562-510	INSURANCE	.00	.00	900.00	900.00	.0
10-4562-610	MISCELLANEOUS	147.37	355.27	1,000.00	644.73	35.5
10-4562-720	BUILDING IMPROVEMENTS	.00	2,197.45	10,000.00	7,802.55	22.0
	TOTAL MUSEUM	7,663.84	38,823.40	93,450.00	54,626.60	41.5
	YOUTH COUNCIL					
10-4563-210	MEMBERSHIPS	.00	.00	50.00	50.00	.0
10-4563-230	TRAVEL & TRAINING	.00	.00	5,000.00	5,000.00	.0
10-4563-250	EQUIP SUPPLIES & MAINTENANCE	.00	.00	1,000.00	1,000.00	.0
10-4563-610	MISCELLANEOUS SUPPLIES	1,270.26	1,360.50	5,000.00	3,639.50	27.2
10-4563-620	MISCELLANEOUS SERVICES	.00	.00	500.00	500.00	.0
	TOTAL YOUTH COUNCIL	1,270.26	1,360.50	11,550.00	10,189.50	11.8

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	SENIOR CITIZENS					
10-4564-110	SALARY & WAGES	3,961.12	21,811.21	67,300.00	45,488.79	32.4
10-4564-115	OVERTIME	.00	.00	1,000.00	1,000.00	.0
10-4564-130	EMPLOYEE BENEFITS	835.93	4,336.76	13,200.00	8,863.24	32.9
10-4564-220	PUBLIC NOTICES	.00	.00	400.00	400.00	.0
10-4564-230	TRAVEL & TRAINING	52.91	716.01	10,000.00	9,283.99	7.2
10-4564-240	OFFICE SUPPLIES	26.48	136.21	500.00	363.79	27.2
10-4564-250	EQUIP SUPPLIES & MAINTENANCE	.00	150.32	6,000.00	5,849.68	2.5
10-4564-260	BLDG & GROUNDS SUP & MAINT	.00	687.31	3,000.00	2,312.69	22.9
10-4564-270	UTILITIES	83.30	154.27	2,500.00	2,345.73	6.2
10-4564-280	TELEPHONE	203.12	332.34	1,000.00	667.66	33.2
10-4564-285	INTERNET SERVICE	237.08	948.32	3,000.00	2,051.68	31.6
10-4564-480	FOOD COST	170.20	2,028.29	15,000.00	12,971.71	13.5
10-4564-510	INSURANCE	.00	.00	6,000.00	6,000.00	.0
10-4564-610	CRAFT FAIR	1,019.81	3,428.36	15,000.00	11,571.64	22.9
10-4564-620	MISCELLANEOUS SERVICES	.00	199.00	11,500.00	11,301.00	1.7
10-4564-720	BUILDINGS	.00	5,066.97	14,000.00	8,933.03	36.2
	TOTAL SENIOR CITIZENS	6,589.95	39,995.37	169,400.00	129,404.63	23.6
	LIBRARY DEPARTMENT					
10-4580-110	SALARY & WAGES	16,646.16	89,079.31	240,900.00	151,820.69	37.0
10-4580-115	OVERTIME	.00	162.70	.00	( 162.70)	.0
10-4580-130	EMPLOYEE BENEFITS	4,437.42	22,748.77	64,700.00	41,951.23	35.2
10-4580-210	BOOKS, SUBSCRIP & MEMBERSHIPS	220.99	302.62	3,000.00	2,697.38	10.1
10-4580-220	LIBRARY PROMOTION	123.20	2,098.93	8,000.00	5,901.07	26.2
10-4580-230	TRAVEL	.00	.00	1,500.00	1,500.00	.0
10-4580-240	OFFICE SUPPLIES & EXPENSE	514.65	3,897.52	7,000.00	3,102.48	55.7
10-4580-250	EQUIPMENT SUPPLIES & MAINT	526.00	6,335.44	10,000.00	3,664.56	63.4
10-4580-260	BLDG SUPPLIES & MAINT	70.27	5,482.43	20,000.00	14,517.57	27.4
10-4580-270	UTILITIES	578.71	863.96	10,000.00	9,136.04	8.6
10-4580-280	TELEPHONE	159.10	1,036.35	3,000.00	1,963.65	34.6
10-4580-285	INTERNET SERVICE	100.66	470.26	1,000.00	529.74	47.0
10-4580-310	PROFESSIONAL SERVICES	290.48	892.22	1,100.00	207.78	81.1
10-4580-480	LIBRARY BOOKS & MATERIALS	2,327.81	15,576.27	32,000.00	16,423.73	48.7
10-4580-481	LIBRARY TAPES	229.11	5,650.92	10,000.00	4,349.08	56.5
10-4580-510	INSURANCE	.00	.00	16,900.00	16,900.00	.0
10-4580-609	STATE GRANT	.00	.00	6,500.00	6,500.00	.0
10-4580-610	MISCELLANEOUS SUPPLIES	.00	94.69	500.00	405.31	18.9
10-4580-620	MISCELLANEOUS SERVICES	.00	.00	500.00	500.00	.0
10-4580-740	EQUIPMENT	.00	7,415.34	18,000.00	10,584.66	41.2
	TOTAL LIBRARY DEPARTMENT	26,224.56	162,107.73	454,600.00	292,492.27	35.7

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CEMETERY					
10-4590-110	SALARY & WAGES	1,352.12	7,082.32	26,400.00	19,317.68	26.8
10-4590-115	OVERTIME	.00	766.86	3,000.00	2,233.14	25.6
10-4590-120	SEASONAL/TEMPORARY EMPLOYEES	.00	.00	8,000.00	8,000.00	.0
10-4590-130	EMPLOYEE BENEFITS	551.22	3,068.87	12,400.00	9,331.13	24.8
10-4590-240	OFFICE SUPPLIES & EXPENSE	.00	.00	300.00	300.00	.0
10-4590-250	EQUIPMENT SUPPLIES & MAINT	.00	.00	7,000.00	7,000.00	.0
10-4590-260	BLDG & GROUNDS SUP & MAINT	.00	5,085.00	6,000.00	915.00	84.8
10-4590-280	TELEPHONE	18.75	93.75	150.00	56.25	62.5
10-4590-310	PROFESSIONAL SERVICES	3,200.00	24,000.00	55,000.00	31,000.00	43.6
10-4590-510	INSURANCE	.00	.00	2,000.00	2,000.00	.0
10-4590-610	MISCELLANEOUS	.00	.00	500.00	500.00	.0
10-4590-730	CEMETERY IMPROVEMENTS	1,388.80	1,483.68	85,000.00	83,516.32	1.8
	TOTAL CEMETERY	6,510.89	41,580.48	205,750.00	164,169.52	20.2
	COMMUNITY PROGRESS					
40, 4000, 040	NICHT OUT A CAINIOT ODIME	00	4.455.00	4 000 00	45.00	00.0
10-4620-210 10-4620-211	NIGHT OUT AGAINST CRIME	.00	1,155.00	1,200.00	45.00	96.3
	EASTER EGG HUNT BUSINESS CONFERENCE	.00	.00	1,200.00	1,200.00	.0
10-4620-212		.00	.00	1,000.00	1,000.00	.0
10-4620-220	HOLIDAY AT HARDWARE	.00	.00	2,000.00	2,000.00	.0
10-4620-240	PHOTOGRAPHY & SCRAPBOOK	.00	.00	600.00	600.00	.0
10-4620-250 10-4620-510	PARADE FLOAT SUPPLIES & PULL INSURANCE	.00 .00	.00 .00	1,000.00 450.00	1,000.00 450.00	.0 .0
10-4620-610	MISCELLANEOUS SUPPLIES		.00 825.60			.0 27.5
10-4620-611	4TH OF JULY	( 12,000.00)		3,000.00	2,174.40	59.3
10-4620-611	MASS TRANSIT-CVT	12,175.00 .00	14,826.31 .00	25,000.00 340,000.00	10,173.69 340,000.00	.0
10-4620-615	KILGORE TAX 50% TAX	.00	.00	100,000.00	100,000.00	.0
10-4620-620	MISCELLANEOUS SERVICES	.00	.00	1,000.00	1,000.00	.0
10-4620-621	HYRUM HORNETS	.00	.00	2,000.00	2,000.00	.0
	TOTAL COMMUNITY PROGRESS	175.00	16,806.91	478,450.00	461,643.09	3.5
	CAPITAL PROJECT EXPENSE					
10-4800-921	CONTRIBUTION - CAPITAL PROJECT	.00	.00	450,000.00	450,000.00	.0
	TOTAL CAPITAL PROJECT EXPENSE	.00	.00	450,000.00	450,000.00	.0
	TOTAL FUND EXPENDITURES	646,591.45	3,545,927.65	9,778,370.00	6,232,442.35	36.3
	NET REVENUE OVER EXPENDITURES	( 269,004.85)	( 1,264,916.92)	.00	1,264,916.92	.0

#### CAPITAL PROJECTS FUND

ASSETS

45-1010000 CASH IN COMBINED FUND 459,737.08

TOTAL ASSETS 459,737.08

LIABILITIES AND EQUITY

**FUND EQUITY** 

UNAPPROPRIATED FUND BALANCE:

45-2951000 CAP PROJ - UNAPPROPRIATED 1,725,341.03 REVENUE OVER EXPENDITURES - YTD ( 1,265,603.95)

BALANCE - CURRENT DATE 459,737.08

TOTAL FUND EQUITY 459,737.08

TOTAL LIABILITIES AND EQUITY 459,737.08

### CAPITAL PROJECTS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
45.0040	GRANT REVENUE		99	450,000,00	450,000,00	
45-3342	GENERAL FUND TRANSFER	.00	.00	450,000.00	450,000.00	.0
	TOTAL GRANT REVENUE	.00	.00	450,000.00	450,000.00	.0
45-3620	MISCELLANEOUS REVENUES  INTEREST EARNINGS	5,250.42	34,549.72	100,000.00	65,450.28	34.6
.0 0020						
	TOTAL MISCELLANEOUS REVENUES	5,250.42	34,549.72	100,000.00	65,450.28	34.6
	INTERGOVERNMENTAL REVENUE					
45-3895	TRANS FROM CAPITAL PROJ UNAP	.00	.00	1,569,000.00	1,569,000.00	.0
	TOTAL INTERGOVERNMENTAL REVENUE	.00	.00	1,569,000.00	1,569,000.00	.0
	TOTAL FUND REVENUE	5,250.42	34,549.72	2,119,000.00	2,084,450.28	1.6

### CAPITAL PROJECTS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	FIRE DEPARTMENT					
45-4220-740	NEW FIRE ENGINE	.00	429,026.60	400,000.00	( 29,026.60)	107.3
	TOTAL FIRE DEPARTMENT	.00	429,026.60	400,000.00	( 29,026.60)	107.3
	PARKS					
45-4510-730	BLACKSMITH FORK PARK	38,090.40	58,496.91	.00	( 58,496.91)	.0
45-4510-732	WEST PARK	.00	.00	500,000.00	500,000.00	.0
45-4510-733	EAST PARK	4,459.72	812,630.16	1,219,000.00	406,369.84	66.7
	TOTAL PARKS	42,550.12	871,127.07	1,719,000.00	847,872.93	50.7
	TOTAL FUND EXPENDITURES	42,550.12	1,300,153.67	2,119,000.00	818,846.33	61.4
	NET REVENUE OVER EXPENDITURES	( 37,299.70)	( 1,265,603.95)	.00	1,265,603.95	.0

### WATER UTILITY FUND

	ASSETS					
51-1010000	CASH IN COMBINED FUND				2,571,462.87	
51-1311000	ACCTS REC - UTILITIES				69,346.54	
51-1311001	ACCTS REC - PRIOR PERIOD				97,159.65	
51-1312000	ALLOW FOR BAD UTILITY ACCOUNTS			(	2,458.44)	
51-1511510	INVENTORY - WATER			•	298,922.84	
51-1561100	PPD EXPENSE-CHLORINE DEPOSIT				2,250.00	
51-1571000	DEFERRED OUTFLOW OF RESOURCES				52,904.00	
51-1611000	LAND & STOCK - WATER UTILITY				1,529,997.44	
51-1621000	BUILDINGS - WATER UTILITY				440,701.72	
51-1622000	DEPRECIATION - WATER BUILDINGS			(	278,544.74)	
51-1631000	WATER STORAGE & DIST SYSTEM				12,943,583.95	
51-1632000	DEPREC - WATER DIST SYSTEM			(	7,184,339.43)	
51-1642000	WATER IMPROVEMENTS			(	1,179,759.00)	
51-1651000	EQUIPMENT - WATER UTILITY				2,238,350.88	
51-1652000	DEPRECIATION - WATER EQUIPMENT			(	1,366,722.79)	
51-1711000	CONSTRUCTION IN PROGRESS				477,244.14	
	TOTAL ASSETS				=	10,710,099.63
	LIABILITIES AND EQUITY					
	LIABILITIES					
51-2131000	ACCTS PAY - WATER FUND				8.78	
	ACCRUED VACATION - WATER				36,533.87	
	DEFERRED INFLOWS OF RESOURCES				316.00	
	UNFUNDED PENSION PAYABLE				29,369.00	
	ACCRUED SICK LEAVE - WATER				72,092.34	
0. 2200.00	NOONOED CICKLENIE TWILET				. 2,002.0 .	
	TOTAL LIABILITIES					138,319.99
	FUND EQUITY					
	UNAPPROPRIATED FUND BALANCE:					
51-2951000	WATER FUND - UNAPPROPRIATED		10,525,684.24			
51-2971001	UNFUNDED PENSION ADJ.	(	76,159.00)			
	REVENUE OVER EXPENDITURES - YTD		122,254.40			
	BALANCE - CURRENT DATE				10,571,779.64	
	TOTAL FUND EQUITY				-	10,571,779.64
	TOTAL LIABILITIES AND EQUITY					10,710,099.63

### WATER UTILITY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	UTILITY REVENUES					
51-3711	METERED WATER SALES	120,513.25	672,556.24	1,600,000.00	927,443.76	42.0
51-3714	NEW CONNECTION FEES	3,816.00	16,112.00	34,000.00	17,888.00	47.4
51-3718	SALE OF MATERIALS	.00	.00	1,000.00	1,000.00	.0
51-3719	MISCELLANEOUS REVENUES	.00	.00	5,000.00	5,000.00	.0
51-3721	INTEREST EARNINGS	9,638.00	52,819.91	158,000.00	105,180.09	33.4
51-3725	IMPACT FEE - "BUY-IN"	1,548.00	6,536.00	13,760.00	7,224.00	47.5
51-3726	IMPACT FEE - STORAGE	8,019.00	33,858.00	71,280.00	37,422.00	47.5
51-3727	IMPACT FEE - DISTRIBUTION	12,816.00	54,112.00	113,920.00	59,808.00	47.5
51-3729	IMPACT FEE - PROFESSIONAL SERV	99.00	418.00	880.00	462.00	47.5
51-3742	RENT - NON-OPERATING PROPERTY	2,700.00	8,100.00	31,800.00	23,700.00	25.5
	TOTAL UTILITY REVENUES	159,149.25	844,512.15	2,029,640.00	1,185,127.85	41.6
	TOTAL FUND REVENUE	159,149.25	844,512.15	2,029,640.00	1,185,127.85	41.6

### WATER UTILITY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	WATER DEPARTMENT					
51-5100-110	SALARIES AND WAGES	21,457.45	112,684.26	458,600.00	345,915.74	24.6
51-5100-115	OVERTIME	2,032.96	10,950.72	4,000.00	( 6,950.72)	273.8
51-5100-116	STANDBY TIME	1,044.75	5,304.00	13,400.00	8,096.00	39.6
51-5100-120	SEASONAL	.00	.00	14,400.00	14,400.00	.0
51-5100-130	EMPLOYEE BENEFITS	11,055.94	57,010.29	235,700.00	178,689.71	24.2
51-5100-210	BOOKS, SUBSCRIP & MEMBERSHIPS	1,540.00	1,540.00	1,700.00	160.00	90.6
51-5100-220	PUBLIC NOTICES	.00	.00	250.00	250.00	.0
51-5100-230	TRAVEL & TRAINING	.00	1,835.00	10,000.00	8,165.00	18.4
51-5100-240	OFFICE SUPPLIES AND EXPENSE	.00	4,788.27	5,000.00	211.73	95.8
51-5100-250	EQUIP SUPPLIES & MAINTENANCE	3,666.82	14,483.96	41,100.00	26,616.04	35.2
51-5100-252	CLOTHING AND PPC	1,256.72	1,388.43	6,500.00	5,111.57	21.4
51-5100-255	DISTRIB SYSTEM MAINTENANCE	3,218.86	119,648.98	260,000.00	140,351.02	46.0
51-5100-260	BLDG & GROUNDS SUP & MAINT	265.85	7,694.36	3,000.00	( 4,694.36)	256.5
51-5100-270	UTILITIES	26,032.95	54,956.35	120,000.00	65,043.65	45.8
51-5100-280	TELEPHONE	369.13	1,965.62	4,000.00	2,034.38	49.1
51-5100-310	PROFESSIONAL SERVICES	1,115.83	13,626.42	20,000.00	6,373.58	68.1
51-5100-510	INSURANCE	.00	.00	10,350.00	10,350.00	.0
51-5100-610	MISCELLANEOUS SUPPLIES	.00	.00	1,000.00	1,000.00	.0
51-5100-720	BUILDINGS	.00	.00	20,000.00	20,000.00	.0
51-5100-740	EQUIPMENT	.00	196,421.18	283,000.00	86,578.82	69.4
51-5100-750	NEW CONSTRUCTION	10,382.50	117,959.91	2,130,000.00	2,012,040.09	5.5
51-5100-950	CONTRIBUTION - RESTRICTED FB	.00	.00	113,920.00	113,920.00	.0
	TOTAL WATER DEPARTMENT	83,439.76	722,257.75	3,755,920.00	3,033,662.25	19.2
	TOTAL FUND EXPENDITURES	83,439.76	722,257.75	3,755,920.00	3,033,662.25	19.2
	TOTAL TOND EXPENDITURES		122,231.13	3,733,820.00	3,033,002.23	15.2
	NET REVENUE OVER EXPENDITURES	75,709.49	122,254.40	( 1,726,280.00)	( 1,848,534.40)	7.1

### SEWER UTILITY FUND

	ASSETS				
E2 1010000	CASH IN COMBINED FUND			E 272 0EE 40	
	ACCTS REC - UTILITIES			5,272,955.40 169,949.01	
	ACCTS REC - PRIOR PERIOD			119,431.09	
	LEASE RECEIVABLE			249,900.48	
	ALLOW FOR BAD UTILITY ACCOUNTS		(	858.97)	
	PPD EXPENSE - CHLORINE DEPOSIT		(	3,000.00	
	DEFERRED OUTFLOW OF RESOURCES			84,054.00	
	LAND - SEWER UTILITY			587,937.49	
	PLANT & EQUIP - SEWER UTILITY		1	4,659,068.64	
	DEPRECIATION - SEWER PLANT			8,140,352.48)	
	SEWERAGE COLLECTION SYSTEM			3,283,195.77	
	DEPREC - SEWER COLLECT SYSTEM		(	215,917.06)	
	DEPREC - SEWER IMPROVEMENTS		•	3,141,898.00)	
	EQUIPMENT - SEWER UTILITY		(	430,424.71	
	DEPRECIATION - SEWER EQUIPMENT		(	359,553.81)	
	CONSTRUCTION IN PROGRESS		`	12,998.64	
	RESTRICTED CASH-DEBT SERVICE			172,981.20	
	RESTRICTED CASH-O&M RESERVE			233,944.65	
02 .00.200					
	TOTAL ASSETS			=	13,421,260.76
	LIABILITIES AND EQUITY				
	LIABILITIES				
52 2131000	ACCTS PAY - SEWER FUND			568.57	
	ACCRUED VACATION - SEWER			25,056.25	
	DEFERRED INFLOWS OF RESOURCES			501.00	
	UNFUNDED PENSION PAYABLE			46,661.00	
	DEFERRED INFLOWS OF RESOURCES-			218,345.40	
	ACCRUED SICK LEAVE - SEWER			25,015.60	
	BONDS PAYABLE-WWTP			2,266,794.63	
	ACCRUED INT PAY - NEW PLANT			434.73	
	TOTAL LIABILITIES				2,583,377.18
	FUND EQUITY				
	UNAPPROPRIATED FUND BALANCE:				
52-2951000	SEWER FUND - UNAPPROPRIATED	9,992,615.60			
52-2951522	SEWER FUND - RESTRICTED	406,925.85			
52-2971001	UNFUNDED PENSION ADJ.	( 101,846.00)			
	REVENUE OVER EXPENDITURES - YTD	540,188.13			
	BALANCE - CURRENT DATE		1	0,837,883.58	
	TOTAL FUND EQUITY			<u>-</u>	10,837,883.58
	TOTAL LIABILITIES AND EQUITY			=	13,421,260.76

### SEWER UTILITY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	UTILITY REVENUES					
52-3731	SEWER SERVICE	195,445.39	985,470.95	2,400,000.00	1,414,529.05	41.1
52-3740	CUSTOMER SERVICE FEES	450.00	1,900.00	5,000.00	3,100.00	38.0
52-3741	INTEREST EARNINGS	21,851.69	116,403.51	225,500.00	109,096.49	51.6
52-3742	RENT - NON-OPERATING PROPERTY	10,324.44	10,324.44	17,400.00	7,075.56	59.3
52-3744	MISCELLANEOUS REVENUES	480.00	807.20	5,000.00	4,192.80	16.1
52-3747	IMPACT FEE - COLLECTION	3,924.00	16,568.00	34,900.00	18,332.00	47.5
52-3748	IMPACT FEE - TREATMENT	17,301.78	73,051.96	150,000.00	76,948.04	48.7
	TOTAL UTILITY REVENUES	249,777.30	1,204,526.06	2,837,800.00	1,633,273.94	42.5
	TOTAL FUND REVENUE	249,777.30	1,204,526.06	2,837,800.00	1,633,273.94	42.5

### SEWER UTILITY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	SEWER DEPARTMENT					
52-5200-110	SALARIES AND WAGES	30,232.44	155,702.36	452,600.00	296,897.64	34.4
52-5200-115	OVERTIME	2,873.34	11,276.34	20,000.00	8,723.66	56.4
52-5200-116	ON CALL PAY	1,132.25	5,342.88	15,000.00	9,657.12	35.6
52-5200-120	SEASONAL/TEMPORARY EMPLOYEES	.00	.00	2,000.00	2,000.00	.0
52-5200-130	EMPLOYEE BENEFITS	15,007.27	75,421.95	228,700.00	153,278.05	33.0
52-5200-210	BOOKS, SUBSCRIPTIONS & MEMBERS	.00	285.00	2,000.00	1,715.00	14.3
52-5200-220	PUBLIC NOTICES	.00	.00	500.00	500.00	.0
52-5200-230	TRAVEL & TRAINING	.00	2,936.68	20,000.00	17,063.32	14.7
52-5200-240	OFFICE SUPPLIES & EXPENSE	1,513.08	4,667.44	6,000.00	1,332.56	77.8
52-5200-250	LAB SUPPLIES	88.40	5,553.86	5,000.00	( 553.86)	111.1
52-5200-251	WATER REUSE EQUIP SUP & MAINT	.00	.00	1,000.00	1,000.00	.0
52-5200-252	CLOTHING AND PPC	.00	1,081.11	3,250.00	2,168.89	33.3
52-5200-254	PLANT EQUIP SUP & MAINT	7,138.59	27,135.57	250,000.00	222,864.43	10.9
52-5200-255	COLLECTION SYSTEM MAINTENANCE	6,717.74	59,300.52	212,000.00	152,699.48	28.0
52-5200-256	MBR CLEANING CHEMICALS	5,816.75	11,642.00	50,000.00	38,358.00	23.3
52-5200-257	ALUMINUM SULFATE	10,692.65	31,982.71	110,000.00	78,017.29	29.1
52-5200-258	POLYMER	.00	4,261.21	17,000.00	12,738.79	25.1
52-5200-260	BLDG & GROUNDS SUP & MAINT	711.64	1,387.12	4,000.00	2,612.88	34.7
52-5200-270	UTILITIES	50,212.02	137,515.80	340,000.00	202,484.20	40.5
52-5200-280	TELEPHONE	438.50	1,916.65	4,500.00	2,583.35	42.6
52-5200-285	INTERNET SERVICE	542.40	2,180.64	6,000.00	3,819.36	36.3
52-5200-310	PROFESSIONAL SERVICES	6,837.25	32,168.09	250,000.00	217,831.91	12.9
52-5200-311	PRETREATMENT PROGRAM	.00	.00	30,000.00	30,000.00	.0
52-5200-510	INSURANCE	.00	.00	26,200.00	26,200.00	.0
52-5200-610	MISCELLANEOUS	.00	.00	2,000.00	2,000.00	.0
52-5200-700	AMORTIZATION OF BOND COSTS	.00	.00	2,500.00	2,500.00	.0
52-5200-740	EQUIPMENT	.00	33,500.00	110,000.00	76,500.00	30.5
52-5200-750	NEW CONSTRUCTION	24,250.00	24,250.00	1,200,000.00	1,175,750.00	2.0
52-5200-812	DEBT SERVICE-WWTP	3,681.66	18,354.78	44,300.00	25,945.22	41.4
52-5200-822	DEBT SERVICE-INT. WWTP	3,284.34	16,475.22	39,400.00	22,924.78	41.8
	TOTAL SEWER DEPARTMENT	171,170.32	664,337.93	3,453,950.00	2,789,612.07	19.2
	TOTAL FUND EXPENDITURES	171,170.32	664,337.93	3,453,950.00	2,789,612.07	19.2
	NET REVENUE OVER EXPENDITURES	78,606.98	540,188.13	( 616,150.00)	( 1,156,338.13)	87.7

### ELECTRIC UTILITY FUND

	ASSETS				
53-1010000	CASH IN COMBINED FUND			4,827,365.07	
	ACCTS REC - UTILITIES			572,456.12	
	ACCTS REC - PRIOR PERIOD			782,829.73	
53-1311710	DEFERRED COLL. COST		(	12,138.56)	
53-1312000	ALLOW FOR BAD UTILITY ACCOUNTS		(	6,470.18)	
53-1511510	INVENTORY - ELECTRIC			1,785,294.90	
53-1565530	RIGHT OF USE ASSET			32,311.00	
53-1565531	ACCUMULATED AMORTIZATION		(	32,068.26)	
53-1565532	ACC. AMORTIZATION-SAN JUAN		(	1,784,730.20)	
53-1571000	DEFERRED OUTFLOW OF RESOURCES			174,364.00	
53-1611000	LAND - ELECTRIC UTILITY			823,439.55	
	BUILDINGS - ELECTRIC UTILITY			1,494,900.33	
	SAN JUAN POWER PURCHASE			1,784,730.20	
	PAYSON POWER PURCHASE			101,111.59	
	DEPRECIATION - ELEC BUILDINGS		(	638,315.76)	
	ELEC POWER DISTRIBUTION SYSTEM		,	9,275,987.63	
	DEPREC - POWER DIST SYSTEM DEPREC - ELECTRIC IMPROVEMENTS		(	4,782,555.99)	
	EQUIPMENT - ELECTRIC UTILITY		(	67,468.08)	
	DEPRECIAITON - ELEC EQUIPMENT		(	3,141,132.01 2,027,753.71)	
	CONSTRUCTION IN PROGRESS		(	4,851,025.52	
30-17 11000	CONCINCION IN TROCKESS			4,001,020.02	
	TOTAL ASSETS				20,295,446.91
				=	
	LIABILITIES AND EQUITY				
	LIABILITIES				
	LIABILITIES				
53-2131000	ACCTS PAY - ELECTRIC			50.00	
	ACCTS PAY - UTILITY DEPOSITS			504,345.57	
	ACCRUED VACATION - ELECTRIC			96,885.61	
53-2228001	DEFERRED INFLOWS OF RESOURCES			1,040.00	
53-2228002	UNFUNDED PENSION PAYABLE			96,796.00	
53-2228003	LEASE LIABILITY		(	757.26)	
53-2230100	ACCRUED SICK LEAVE - ELECTRIC			107,865.89	
53-2411100	STATE SALES TAX PAYABLE			14,970.78	
53-2411101	SALES TAX PAY - NON CURRENT			13,673.37	
53-2411102	SALES TAX - NON CITY			338.58	
	TOTAL LIABILITIES				835.208.54
	TOTAL LIABILITIES				635,206.54
	FUND EQUITY				
	UNAPPROPRIATED FUND BALANCE:				
53-2951000	ELECTRIC FUND - UNAPPROPRIATED	17,477,625.53			
	UNFUNDED PENSION ADJ.	( 183,539.00)			
22 23001	REVENUE OVER EXPENDITURES - YTD	2,166,151.84			
	BALANCE - CURRENT DATE			19,460,238.37	

TOTAL FUND EQUITY

19,460,238.37

Section 10. Item D.

### HYRUM CITY CORPORATION BALANCE SHEET NOVEMBER 30, 2024

### ELECTRIC UTILITY FUND

TOTAL LIABILITIES AND EQUITY

20,295,446.91

### ELECTRIC UTILITY FUND

		PERIOD ACTUAL	,	YTD ACTUAL		BUDGET		UNEARNED	PCNT
	UTILITY REVENUES ENERGY SALES								
53-3145	ENERGY SALES AND USE TAX	41,381.93		246,770.93		550,000.00		303,229.07	44.9
	TOTAL UTILITY REVENUES ENERGY SALES	41,381.93		246,770.93		550,000.00		303,229.07	44.9
	UTILITY REVENUES								
53-3751	METERED ENERGY SALES	929,311.39		5,506,692.51		14,100,000.00		8,593,307.49	39.1
53-3752	ENERGY DISCOUNTS	( 23,354.87)	(	95,308.57)	(	105,000.00)	(	9,691.43)	( 90.8)
53-3755	NEW CONNECTION FEES	6,750.00		37,688.68		85,000.00		47,311.32	44.3
53-3757	SALE OF MATERIALS	935.00		61,644.82		500.00	(	61,144.82)	12329.
53-3758	CUSTOMER SERVICE & MISC	6,136.99		159,738.89		255,000.00		95,261.11	62.6
53-3761	INTEREST EARNINGS	20,539.83		99,386.67		152,000.00		52,613.33	65.4
53-3764	LABOR	.00		21,125.00		15,000.00	(	6,125.00)	140.8
53-3765	EQUIPMENT	.00		10,210.00		15,000.00		4,790.00	68.1
53-3766	MATERIALS	.00		70,884.32		15,000.00	(	55,884.32)	472.6
53-3767	IMPACT FEE - DISTRIBUTION	11,385.00		67,797.00		101,200.00		33,403.00	67.0
	TOTAL UTILITY REVENUES	951,703.34		5,939,859.32		14,633,700.00		8,693,840.68	40.6
	TOTAL FUND REVENUE	993,085.27		6,186,630.25		15,183,700.00		8,997,069.75	40.8

### ELECTRIC UTILITY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ELECTRIC DEPARTMENT					
53-5300-110	SALARIES AND WAGES	69,567.92	384,512.62	1,229,800.00	845,287.38	31.3
53-5300-115	OVERTIME	5,040.44	19,171.99	25,000.00	5,828.01	76.7
53-5300-116	STANDBY TIME	1,123.75	5,452.26	13,400.00	7,947.74	40.7
53-5300-120	SEASONAL/TEMPORARY EMPLOYEES	.00	3,814.98	20,000.00	16,185.02	19.1
53-5300-130	EMPLOYEE BENEFITS	32,311.20	172,679.02	576,400.00	403,720.98	30.0
53-5300-210	BOOKS, SUBSCRIP & MEMBERSHIPS	.00	117.70	2,900.00	2,782.30	4.1
53-5300-220	PUBLIC NOTICES	.00	117.70	250.00	132.30	47.1
53-5300-230	TRAVEL & TRAINING	3,551.82	7,148.04	20,000.00	12,851.96	35.7
53-5300-240	OFFICE SUPPLIES AND EXPENSE	.00	3,081.21	10,000.00	6,918.79	30.8
53-5300-250	EQUIP SUPPLIES & MAINTENANCE	5,970.79	19,051.72	125,000.00	105,948.28	15.2
53-5300-252	CLOTHING AND PPC	745.93	8,323.78	9,000.00	676.22	92.5
53-5300-255	GEN & DIST SYSTEM MAINTENANCE	11,893.43	70,926.66	925,000.00	854,073.34	7.7
53-5300-256	TREE CITY/CONSUMER ED.	65,020.80	67,956.00	105,000.00	37,044.00	64.7
53-5300-257	GENERATION COSTS	4,847.83	104,613.45	830,000.00	725,386.55	12.6
53-5300-258	CHRISTMAS DECORATIONS	.00	.00	10,000.00	10,000.00	.0
53-5300-259	HYDRO PLANT MAINTENANCE	387.62	4,777.04	75,000.00	70,222.96	6.4
53-5300-260	BLDGS & GROUNDS SUP & MAINT	575.62	3,838.85	35,000.00	31,161.15	11.0
53-5300-270	UTILITIES	1,386.99	1,652.94	16,000.00	14,347.06	10.3
53-5300-280	TELEPHONE	737.58	4,469.94	12,000.00	7,530.06	37.3
53-5300-285	INTERNET SERVICE	165.00	615.00	2,500.00	1,885.00	24.6
53-5300-310	PROFESSIONAL SERVICES	2,341.70	19,154.49	65,000.00	45,845.51	29.5
53-5300-510	INSURANCE	.00	.00	32,800.00	32,800.00	.0
53-5300-610	MISCELLANEOUS SUPPLIES	603.80	3,686.67	10,000.00	6,313.33	36.9
53-5300-620	MISCELLANEOUS SERVICES	5,176.39	25,525.31	60,000.00	34,474.69	42.5
53-5300-630	POWER PURCHASE	592,243.95	2,648,086.73	9,100,000.00	6,451,913.27	29.1
53-5300-735	CANYON PARK IMPROVEMENTS	.00	.00	3,500.00	3,500.00	.0
53-5300-740	EQUIPMENT	.00	1,711.99	160,000.00	158,288.01	1.1
53-5300-750	NEW CONSTRUC, SPECIAL PROJECTS	5,404.70	54,596.76	680,000.00	625,403.24	8.0
53-5300-810	DEBT SERVICE - PRINCIPAL	41,727.27	166,909.08	441,000.00	274,090.92	37.9
53-5300-820	DEBT SERVICE - INTEREST	54,621.62	218,486.48	587,000.00	368,513.52	37.2
	TOTAL ELECTRIC DEPARTMENT	905,446.15	4,020,478.41	15,181,550.00	11,161,071.59	26.5
	TOTAL FUND EXPENDITURES	905,446.15	4,020,478.41	15,181,550.00	11,161,071.59	26.5
	NET REVENUE OVER EXPENDITURES	87,639.12	2,166,151.84	2,150.00	( 2,164,001.84)	10075

### IRRIGATION UTILITY FUND

	ASSETS					
54-1511510 54-1571000 54-1611000 54-1631000 54-1632000 54-1651000 54-1652000	CASH IN COMBINED FUND ACCTS REC - UTILITIES ACCTS REC - PRIOR PERIOD ALLOW FOR BAD UTILITY ACCOUNTS INVENTORY - IRRIGATION DEFERRED OUTFLOW OF RESOURCES LAND & STOCK - IRR UTILITY IRRIGATION DISTRIBUTION SYSTEM DEPRECIATION - IRRIG DIST SYS EQUIPMENT - IRRIGATION UTILITY DEPRECIATION - IRRI EQUIPMENT CONSTRUCTION IN PROGRESS			( (	940,265.26 23,615.01 19,565.17 379.55) 217,389.50 9,398.00 1,245,261.09 7,109,738.91 5,452,686.20) 181,914.47 108,579.75) 118,957.80	
	TOTAL ASSETS					4,304,459.71
54-2228000 54-2228001 54-2228002	LIABILITIES AND EQUITY  LIABILITIES  ACCTS PAY - IRRIGATION  ACCRUED VAC PAY - IRRIGATION  DEFERRED INFLOWS OF RESOURCES  UNFUNDED PENSION PAYABLE  ACCRUED SICK LEAVE - IRRIGATIO				11,448.00 6,896.34 56.00 5,217.00 13,560.31	
	TOTAL LIABILITIES				, , , , , , , , , , , , , , , , , , ,	37,177.65
	FUND EQUITY					37,177.03
54-2811540	CONTRIBUTED CAPITAL				4,101,602.62	
54-2951000 54-2971001	UNAPPROPRIATED FUND BALANCE: IRR FUND - UNAPPROPRIATED UNFUNDED PENSION ADJ. REVENUE OVER EXPENDITURES - YTD  BALANCE - CURRENT DATE	(	127,810.58 14,791.00) 52,659.86		165,679.44	
	TOTAL FUND EQUITY				_	4,267,282.06
	TOTAL LIABILITIES AND EQUITY					4,304,459.71

### IRRIGATION UTILITY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
54-3340	STATE - FEDERAL GRANTS	.00	.00	866,300.00	866,300.00	.0
	TOTAL SOURCE 33	.00	.00	866,300.00	866,300.00	.0
	UTILITY REVENUES					
54-3771	IRRIGATION SERVICE	32,770.91	154,979.28	370,000.00	215,020.72	41.9
54-3775	NEW CONNECTION FEES	.00	.00	1,000.00	1,000.00	.0
54-3779	MISCELLANEOUS REVENUES	300.00	300.00	6,000.00	5,700.00	5.0
54-3781	INTEREST EARNINGS	3,776.66	19,805.59	38,000.00	18,194.41	52.1
54-3785	IMPACT FEE - "BUY-IN"	7,146.00	28,584.00	47,700.00	19,116.00	59.9
54-3786	IMPACT FEE - STORAGE	.00	794.00	.00	( 794.00)	.0
	TOTAL UTILITY REVENUES	43,993.57	204,462.87	462,700.00	258,237.13	44.2
	TOTAL FUND REVENUE	43,993.57	204,462.87	1,329,000.00	1,124,537.13	15.4

### IRRIGATION UTILITY FUND

		PERIOD ACTUAL	ACTUAL YTD ACTUAL		UNEXPENDED	PCNT
	IRRIGATION DEPARTMENT					
54-5400-110	SALARIES AND WAGES	4,698.88	24,472.20	98,900.00	74,427.80	24.7
54-5400-115	OVERTIME	41.92	2,907.07	2,000.00	( 907.07)	145.4
54-5400-130	EMPLOYEE BENEFITS	2,283.79	12,581.30	53,800.00	41,218.70	23.4
54-5400-220	PUBLIC NOTICES	.00	.00	500.00	500.00	.0
54-5400-240	OFFICE SUPPLIES AND EXPENSE	.00	1,913.44	7,000.00	5,086.56	27.3
54-5400-250	EQUIP SUPPLIES & MAINTENANCE	.00	.00	10,000.00	10,000.00	.0
54-5400-255	DISTRIB SYSTEM MAINTENANCE	575.50	8,209.89	30,000.00	21,790.11	27.4
54-5400-260	BLDGS & GROUNDS SUP & MAINT	.00	.00	1,000.00	1,000.00	.0
54-5400-270	UTILITIES	169.51	432.52	85,000.00	84,567.48	.5
54-5400-280	TELEPHONE	40.75	203.75	450.00	246.25	45.3
54-5400-310	PROFESSIONAL SERVICES	.00	9,925.66	10,000.00	74.34	99.3
54-5400-510	INSURANCE	.00	.00	5,300.00	5,300.00	.0
54-5400-540	IRRIGATION ASSESSMENTS	70,033.28	84,755.03	88,000.00	3,244.97	96.3
54-5400-740	EQUIPMENT	.00	.00	14,000.00	14,000.00	.0
54-5400-750	NEW CONSTRUCTION	.00	6,402.15	1,385,000.00	1,378,597.85	.5
	TOTAL IRRIGATION DEPARTMENT	77,843.63	151,803.01	1,790,950.00	1,639,146.99	8.5
	TOTAL FUND EXPENDITURES	77,843.63	151,803.01	1,790,950.00	1,639,146.99	8.5
	NET REVENUE OVER EXPENDITURES	( 33,850.06)	52,659.86	( 461,950.00)	( 514,609.86)	11.4

### STORMWATER FUND

	ASSETS					
55-1010000	CASH IN COMBINED FUND				1,193,708.52	
55-1311000	ACCTS REC - STORMWATER				27,493.74	
55-1311001	ACCTS REC - PRIOR PERIOD				19,873.63	
	ALLOW FOR BAD UTILITY ACCOUNTS			(	66.80)	
55-1571000	DEFERRED OUTFLOW OF RESOURCES			(	4,519.00	
55-1611000	LAND & STOCK - STORM WATER				40,566.00	
	STORM WATER IMPROVEMENTS					
55-1631000				,	1,119,912.54	
	DEPRECIATION - STORM WATER			(	448,548.97)	
	EQUIPMENT - STORMWATER UTILITY			,	225,244.55	
	DEPRECIATION - STORM WATER EQU			(	186,545.92)	
55-1711000	CONSTRUCTION IN PROGRESS				67,033.32	
	TOTAL ASSETS				=	2,063,189.61
	LIABILITIES AND EQUITY					
	LIABILITIES					
55-2228000	ACCRUED VACATION - STORMWATER				4,624.64	
55-2228001	DEFERRED INFLOWS OF RESOURCES				27.00	
	UNFUNDED PENSION PAYABLE				2,508.00	
	ACCRUED SICK LEAVE - STORMWATE				9,303.91	
	TOTAL LIABILITIES					16,463.55
	FUND EQUITY					
55-2951000 55-2971001	UNAPPROPRIATED FUND BALANCE: STORMWATER FUND-UNAPPROPRIATED UNFUNDED PENSION ADJ. REVENUE OVER EXPENDITURES - YTD	(	1,907,185.96 4,347.00) 143,887.10			
	BALANCE - CURRENT DATE				2,046,726.06	
	TOTAL FUND EQUITY				_	2,046,726.06
	TOTAL LIABILITIES AND EQUITY					2,063,189.61

### STORMWATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	UTILITY REVENUES					
55-3740	STORM WATER INSPECTION FEES	1,350.00	5,550.00	15,000.00	9,450.00	37.0
55-3781	STORMWATER FEES	31,171.06	156,025.25	375,000.00	218,974.75	41.6
55-3791	INTEREST EARNINGS	4,500.45	23,320.24	50,500.00	27,179.76	46.2
	TOTAL UTILITY REVENUES	37,021.51	184,895.49	440,500.00	255,604.51	42.0
	TOTAL FUND REVENUE	37,021.51	184,895.49	440,500.00	255,604.51	42.0

### STORMWATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	STORMWATER DEPARTMENT					
55-5500-110	SALARIES AND WAGES	1,552.65	8,360.46	20,500.00	12,139.54	40.8
55-5500-115	OVERTIME	86.71	685.89	1,000.00	314.11	68.6
55-5500-130	EMPLOYEE BENEFITS	728.28	3,774.71	10,100.00	6,325.29	37.4 .0
55-5500-220	PUBLIC NOTICES	.00	.00	500.00	500.00	
55-5500-230	TRAVEL & TRAINING	.00	480.00	1,000.00	520.00	48.0
55-5500-250	EQUIP SUPPLIES & MAINTENANCE	.00	.00	2,500.00	2,500.00	.0
55-5500-255	COLLECTION SYSTEM	.00	5,404.81	15,000.00	9,595.19	36.0
55-5500-280	TELEPHONE	18.00	90.00	225.00	135.00	40.0
55-5500-310	PROFESSIONAL SERVICES	1,579.66	13,511.19	30,000.00	16,488.81	45.0
55-5500-450	FLOOD CONTROL	.00	.00	3,000.00	3,000.00	.0
55-5500-510	INSURANCE	.00	.00	650.00	650.00	.0
55-5500-750	NEW CONSTRUCTION	.00	8,701.33	700,000.00	691,298.67	1.2
	TOTAL STORMWATER DEPARTMENT	3,965.30	41,008.39	784,475.00	743,466.61	5.2
	TOTAL FUND EXPENDITURES	3,965.30	41,008.39	784,475.00	743,466.61	5.2
	NET REVENUE OVER EXPENDITURES	33,056.21	143,887.10	( 343,975.00)	( 487,862.10)	41.8

#### COURT TRUST FUND

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TOTAL LIABILITIES AND EQUITY

72-1010000 CASH IN COMBINED FUND 42,908.41) ( 72-1111000 COURT BANK ACCOUNT 78,943.32 72-1111001 FINES RECEIVABLE 117,138.00 TOTAL ASSETS 153,172.91 LIABILITIES AND EQUITY LIABILITIES 72-2131151 ACCTS PAY - J.P. COURT 3,118.89) 72-2131154 ACCTS PAY - TRUST ACCOUNT BAIL 31,781.80 72-2140000 PAYABLES TO OTHER ENTITIES 124,510.00 TOTAL LIABILITIES 153,172.91

153,172.91

### FUND 90

	ASSETS				
90-1611000	LAND - GENERAL MUNICIPAL			1,343,999.91	
	BUILDINGS - GENERAL MUNICIPAL			10,371,609.25	
	DEPRECIATION - BUILDINGS		(	6,197,870.08)	
	IMPROVE - GEN MUNICIPAL		(	4,137,555.45	
	DEPRECIATION - IMPROVEMENTS		(	2,422,425.90)	
	EQUIPMENT - GENERAL MUNICIPAL		(	4,808,426.90	
	DEPRECIATION - EQUIPMENT		(	3,088,676.41)	
	INFRASTRUCTURE - ROADS		(	10,033,933.62	
	DEPRECIATION - ROADS		(	5,687,320.04)	
	INFRASTRUCTURE-SIDEWALKS		(	2,348,161.83	
	DEPRECIATION - SIDEWALKS		(	1,863,724.45)	
	INFRASTRUCTURE-CURB & GUTTER		`	1,242,632.31	
90-1682000	DEPRECIATION - CURB & GUTTER		(	1,179,354.88)	
90-1711000	CONSTRUCTION IN PROGRESS		`	6,265,203.54	
00 17 11000	ochemicon and my moches				
	TOTAL ASSETS				20,112,151.05
	LIABILITIES AND EQUITY			=	
	FUND EQUITY				
	UNAPPROPRIATED FUND BALANCE:				
90-2971000	INVEST IN GENERAL FIXED ASSETS	20,112,151.05			
	BALANCE - CURRENT DATE		-	20,112,151.05	
	TOTAL FUND EQUITY			_	20,112,151.05
	TOTAL LIABILITIES AND EQUITY				20,112,151.05

### FUND 95

	ASSETS			
95-1311411	LEVIED PROP TAXES REC 5 YEAR		3,458.85	
95-1571000	DEFERRED OUTFLOW OF RESOURCES		214,118.00	
95-1841000	SPEC FUND AMTS TO BE PROVIDED		198,181.68	
	TOTAL ASSETS	_		415,758.53
	LIABILITIES AND EQUITY			
	LIABILITIES			
95-2228000	ACCRUED VAC PAY - GENERAL		68,783.19	
95-2228001	DEFERRED INFLOWS OF RESOURCES		1,278.00	
95-2228002	UNFUNDED PENSION PAYABLE		118,865.00	
95-2230100	ACCRUED SICK LEAVE - GENERAL	_	164,830.49	
	TOTAL LIABILITIES			353,756.68
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
95-2971001	UNFUNDED PENSION ADJ.	58,543.00		
95-2972100	UNCOLLECTED PROPERTY TAX	3,458.85		
	BALANCE - CURRENT DATE		62,001.85	
	TOTAL FUND EQUITY			62,001.85

TOTAL LIABILITIES AND EQUITY

415,758.53